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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. February 4, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on January 28, 2014

AWARDS AND PROCLAMATIONS

- Award:
Department of the Interior - Partners in Conservation Award

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. George Theoharis - Policy regarding falling tree branches and damage to property.
2. Jacob Salome - Community Gardens and Homeless.
3. Barbara Gingrich - Conceal Carry.
4. James Juhnke - Council's action on conceal/carry gun regulations.
5. Doug Everingham - The right to carry concealed weapons.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 15)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Appeal from Revocation of Animal Maintenance Permit #27405 Animal Cruelty at 4824 N. Salina. (District VI)
(Deferred January 14, 2014)

*****APPEAL WITHDRAWN*****

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, The Lux Building, LLC. (District VI)

RECOMMENDED ACTION: Close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$14,450,000, waive the minimum investment requirement stated in the Letter of Intent and authorize the necessary signatures.

2. Public Hearing and Approval of a Façade Improvement Project – 623 West Douglas. (District IV)

RECOMMENDED ACTION: Close the public hearing, approve the façade easement and place the maximum assessment ordinance for the 623 West Douglas facade improvements on first reading.

3. Policy Regarding the Bidding of Construction Contracts in Public-Private Development Projects.

RECOMMENDED ACTION: Adopt the Resolution setting forth the Public-Private Construction Bid Policy and authorize the necessary signatures.

4. Substantial Amendment to the 2009-2013 Consolidated Plan.

RECOMMENDED ACTION: Close the Public Hearing, approve the Substantial Amendment to the 2009-2013 Consolidated Plan, and authorize the necessary signatures.

5. 2014 Community Services Block Grant Application.

RECOMMENDED ACTION: Approve the 2014 Community Services Block Grant funding application and authorize the necessary signatures.

6. 2014-2018 Consolidated Plan and First Program Year Action Plan Preliminary Funding Recommendations.

RECOMMENDED ACTION: Open the public comment period for the 2014-2018 Consolidated Plan, approve the preliminary funding recommendations for the 2014-2015 First Program Year Action Plan, and authorize the release of Requests for Proposals as designated.

7. Improvements to Parking Garage at 215 South Market. (District I)

RECOMMENDED ACTION: Initiate the project using the Phase 1 Alternate as the basis for the work, approve the funding, approve the retention of Krudwig & Associates as the consulting design engineer, adopt the bonding resolution, and authorize the necessary signatures.

8. Kansas Aviation Museum Building Improvement Project. (District III)

RECOMMENDED ACTION: Initiate the project for building improvements at the Kansas Aviation Museum, approve the bonding resolution, approve the Memorandum of Understanding with the Kansas Aviation Museum and authorize staff to apply for applicable tax credits for the project.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Vice Mayor Pete Meitzner and Council Member Jeff Longwell to attend the REAP-South Central Legislative Delegation Luncheon in Topeka, Kansas, February 19, 2014.

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 3, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>Renewal</u>	<u>2014</u>	<u>Address</u>
Robert Floyd	Armour Gift Shope Inc. dba Patricia's	2606 South Rock Road SU100

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Greg White	Taco Tico**	1303 North Tyler

<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Julia L Jackowski	Casey's General Store #3312***	3540 South Meridian

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Revised Paving Petition for Woods North Third Addition. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Agreements/Contracts:

- a. Supplemental Agreement No. 3 for Improvements to the K-96 and Greenwich Interchange. (District II)
b. K-96 and Greenwich Interchange – Westar Relocation Agreement. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. Change Order No. 2 for McCormick Water Main Replacement. (District IV)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. HOME Program: Housing Development Loan Program Funding. (Districts III and VI)

RECOMMENDED ACTION: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

9. Wichita Police Department-Horse Boarding Services Contract.

RECOMMENDED ACTION: Approve the contract with Singletree Stables.

10. Purchase Option, Premier Beverage, Inc. (District IV)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to Glazer's Distributors of Kansas, Inc. and authorize the necessary signatures.

11. Removal of Sidewalk Repair Special Property Tax Assessment 258 North Market. (District VI)

RECOMMENDED ACTION: Approve the removal of the \$1,022 sidewalk repair special property tax assessment for the property at 258 North Market, place the amending ordinance on first reading, and authorize the necessary signatures.

12. Improvements to the Old Lawrence Road Bridge. (District VI)

RECOMMENDED ACTION: Approve the revised budget, and Supplemental Agreement No. 1, place the amending ordinance of first reading, and authorize the necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

13. **Public Exigency Purchase – Cheney Pump Station – Variable Frequency Drive.**

RECOMMENDED ACTION: Approve replacement of variable frequency drives at the Cheney pump station; approve the expenditures; approve the budget adjustment; authorize negotiation of purchases; approve the purchases; and authorize the necessary signatures

14. Second Reading Ordinances: (First Read January 28, 2014)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

None

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

15. WAA Board of Bids and Contracts dated January 31, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (The Lux Building, LLC)
(District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On October 2, 2012, the City Council approved a one year Letter of Intent (LOI) to issue Industrial Revenue Bonds (IRBs) for the renovation of the former KG&E building located at the northwest corner of 1st Street North and Market in downtown Wichita for Lux Building, LLC (“Lux”). An extension of the LOI through April 2, 2014 was approved on September 10, 2013. The IRB financing is sought for the purpose of obtaining a sales tax exemption on building materials used in the renovation project. No ad valorem tax abatement is being requested in connection with the proposed bond issue. The Lux developer is now requesting issuance of IRBs in an amount not-to-exceed \$14,450,000.

Analysis: Lux Building, LLC is renovating the 175,000 square foot building into sixty residential units along with two floors of office/retail. Renovations include: repair and restoration of the exterior façade, new plumbing lines and drains, electrical wiring and breaker boxes, roofing, exterior lighting, heating ventilation and air conditioning, countertops, bathrooms, kitchens and cabinets, flooring, glazing, signage, parking, storage units, elevators, fire and life safety, commercial and retail spaces, washer/dryers, addition of two new green roofs, and an amenities penthouse including a pool, workout facility, fireplace, common room, theater, and kitchenette.

The IRBs are being issued in two separate series in an aggregate amount not-to-exceed \$14,450,000. The first series of bonds will be issued in the amount not-to-exceed \$7,440,000 and purchased by INTRUST Bank. Lux will grant INTRUST a mortgage on the property to secure repayment of the bonds. The second series of subordinated bonds, in the amount not-to-exceed \$7,010,000 will be purchased by Lux Building, LLC. Both series of bonds will mature by February 14, 2016 and can be retired earlier at the option of Lux. The developers have also been approved for City of Wichita special assessment financing for façade improvements and asbestos and lead paint remediation and will receive state and federal historic tax credits to help generate equity financing.

Lux Building, LLC has previously entered into two leases with the United States General Services Administration (GSA) for a portion of the commercial space. To avoid the remote possibility that the precedence of the GSA leases over the IRB lease could create liability issues for the City, Bond Counsel has recommended that the City and Lux enter into a Base Lease whereby Lux leases the land and building to the City in consideration of the City’s issuance of the IRBs, as an alternative to the City taking title to the property. The City will then lease the property back to Lux under a customary IRB Lease for rentals sufficient to repay the IRBs, subject to the prior GSA leases.

As a matter of policy and practice, the City normally requires a transfer of title to the City for IRB financed property, but this is not required by state law. An interest in the IRB financed property by the issuer is required by state law; this will be satisfied by the lease/leaseback structure proposed here.

The Letter of Intent approved by the City Council stated that “LUX Building, LLC has represented that it will make a total capital investment in the project of at least \$24,000,000.” The projection was intended to be an estimate of the not-to-exceed project costs at that time and not a requirement of minimum capital investment. Since the actual total cost of the project will be closer to \$20,000,000 the developer is requesting that the minimum investment requirement be waived.

Financial Considerations: Lux Building, LLC agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. Lux is not requesting abatement of property taxes in conjunction with the IRBs.

The cost/benefit analysis conducted by Wichita State University’s Center for Economic Development and Business Research (“CEDBR”) reports the following cost/benefit ratios:

City of Wichita	47.65 to one
City General Fund	60.00 to one
Debt Service Fund	35.30 to one
Sedgwick County	87.25 to one
USD 259	NA
State of Kansas	4.68 to one

According to CEDBR, the reported ratios of benefits over costs are high because the renovated property will add significantly to the net present value benefits compared to the relatively minor cost of sales tax exemption.

Legal Considerations: The law firm of Kutak Rock, LLP will serve as bond counsel in the transaction. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$14,450,000, waive the minimum investment requirement stated in the Letter of Intent and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 49-661

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES I, 2014 (LUX BUILDING, LLC) (TAXABLE UNDER FEDERAL LAW) AND SUBORDINATED INDUSTRIAL REVENUE BONDS, SERIES II, 2014 (LUX BUILDING, LLC) (TAXABLE UNDER FEDERAL LAW) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,450,000 FOR THE PURPOSE OF CONSTRUCTING AND ACQUIRING A COMMERCIAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its industrial revenue bonds in the aggregate principal amount of not to exceed \$14,450,000 (the “Bonds” as further described in this Ordinance), for the purpose of paying the costs of constructing and acquiring a commercial facility (the “Project”) as more fully described in the Indenture (as herein defined); and

WHEREAS, to provide for the financing of the Project, the owner of the Project, LUX Building, LLC, a Kansas limited liability company (the “Tenant”), will lease the Project to the Issuer pursuant to a Base Lease (as herein defined) and the Issuer will lease the Project back to the Tenant pursuant to a Lease (as herein defined); and

WHEREAS, the Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver (i) a Base Lease Agreement dated as of February 1, 2014 (the “Base Lease”), with the Tenant in consideration of the acquisition of leasehold rights by the Issuer as provided for therein; (ii) a Trust Indenture dated as of February 1, 2014 (the “Indenture”), with The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Bonds; (iii) a Lease dated as of February 1, 2014 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein; (iv) a Bond Placement Agreement providing for the sale of the Series I, 2014 Bonds (as herein defined) by the Issuer to INTRUST Bank, N.A. (the “Series I, 2014 BPA”); (v) a Bond Placement Agreement providing for the sale of the

Series II, 2014 Bonds (as herein defined) by the Issuer to the Tenant (the “Series II, 2014 BPA”); and (vi) an Administrative Service Fee Agreement between the City and the Tenant (the “Agreement”) (the Base Lease, the Indenture, the Lease, the Series I, 2014 BPA, the Series II, 2014 BPA and the Agreement are referred to collectively herein as the “Bond Documents”);

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Constructed and Acquired. The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Indenture, the Base Lease and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The Issuer is hereby authorized and directed to issue the Bonds in the aggregate principal amount of not to exceed \$14,450,000, to be designated “City of Wichita, Kansas, Industrial Revenue Bonds, Series I, 2014 (LUX Building, LLC) (Taxable Under Federal Law)” (the “Series I, 2014 Bonds”) and “City of Wichita, Kansas, Subordinated Industrial Revenue Bonds, Series II, 2014 (LUX Building, LLC) (Taxable Under Federal Law)” (the “Series II, 2014 Bonds”). The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Lease of the Project. The Issuer lease the Project from the Tenant pursuant to and in accordance with the provisions of the Base Lease in the form approved herein and shall cause the Project to be leased back to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

Section 5. Pledge of Net Revenues. The Issuer hereby pledges the net revenues generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 6. Approval of the Guaranty Agreement. The form of Guaranty Agreement dated as of February 1, 2014, pursuant to which the Tenant, Eyster LB LLC, Eyster Opportunity Trust, and Eyster LLC, each, as a Guarantor, guarantees to the Trustee, for the benefit of the owners of the Series I, 2014 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series I, 2014 Bonds.

Section 7. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 8. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

[Remainder of Page Intentionally Left Blank]

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on February 11, 2014.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

By _____
Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
February 4, 2014**

TO: Mayor and City Council Members
SUBJECT: Public Hearing and Approval of a Façade Improvement Project – 623 West Douglas (District IV)
INITIATED BY: Office of Urban Development
AGENDA: New Business

Recommendation: Close the public hearing and approve first reading of the maximum assessment ordinance.

Background: Since 2001, the City of Wichita has operated the Façade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City’s core area. The low-cost loans are funded through special assessment financing. In 2009, the Façade Improvement Program was revised to require that private funding for overall project costs be at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner’s ability to finance the project and assuming a market-based return on investment.

On January 14, 2014, the City Council accepted a petition to create a special assessment benefit district for a building located at 623 West Douglas and adopted a resolution authorizing façade improvements as part of a larger renovation project, and setting a public hearing on the project for February 4, 2014. Adoption of a maximum assessment ordinance is needed in order to proceed with the façade improvement project.

Analysis: The project includes part of an acquisition and rehabilitation of 623 West Douglas in Delano on the southeast corner of Douglas Avenue and Oak Street that will be the new location of the Visual Fusion design studio. The overall project includes acquisition and renovation of the building, including extensive interior and exterior improvements to the building, at a total cost of \$510,000. The \$165,000 facade project will include tuck-pointing the brick, new storefront windows and doors and additional work to restore the building. The Office of Urban Development has reviewed the economic (gap) analysis of the project and determined a financial need for incentives based on the current market.

State law requires a formal public hearing to levy assessments for special assessment benefit districts. By using a maximum assessment ordinance, the City levies the assessments in advance of the improvements being constructed, which protects the City from a protest petition should the building change ownership during the construction period. Once the construction is complete and final costs are known, including financing costs, the assessment ordinance will be amended to reflect the actual costs, which will be lower than the original maximum amount.

The City’s Façade Program Policy requires developers to provide the City with acceptable surety, such as a letter of credit, to ensure that the City will be reimbursed for any façade expenditures in the event the City cannot levy special assessment taxes on the improved property. In this case, in lieu of a letter of credit, the property owner will pay the construction costs until the façade project is complete and special assessments can be placed on the property. Once the project is complete, as evidenced by an architect’s certificate of completion, the City will reimburse the property owner for documented eligible façade costs. Once special assessment bonds are issued, the City’s risk will be partially secured by a tax lien on the property.

Financial Considerations: The proposed maximum assessment amount is \$135,000, based on the following uses of funds:

Facade improvement costs	\$142,505
2% City administrative fee	2,591
Facade Improvement Grant	(30,000)
Financing costs	<u>19,904</u>
Maximum Assessment	\$135,000

The facade improvement costs include a 10% contingency amount to cover any unexpected expense, in order to avoid the possible need to increase the maximum assessment. The actual amount to be assessed to the property, not to exceed \$135,000, will be based on a final statement of costs following completion of construction and will be financed with 15-year special assessment general obligation bonds. Included in the financing costs will be a contingency reserve equivalent to one year's debt service to mitigate risk. Any unused reserve will be used to make the final special assessment payment in year 15.

The building is eligible for a \$30,000 grant, based on location and size of the project. The grant will be deducted from the final statement of costs. The balance of the grant funding allocated by the City Council for the Facade Improvement Program is \$251,000. With the approval of the \$30,000 grant for this project, \$221,000 will be available for future projects.

Legal Considerations: The attached Maximum Assessment Ordinance and Facade Easement have been approved as to form by the Law Department. State statutes provide the City Council authority to use special assessment funding for the project. A public hearing is required as part of the approval process. The actual amount to be assessed at the completion of construction may be less, but it may not exceed the amounts included in the petition, resolution and ordinance.

Recommendation/Action: It is recommended that the City Council close the public hearing, approve the facade easement and place the maximum assessment ordinance for the 623 West Douglas facade improvements on first reading.

Attachments: Maximum Assessment Ordinance
Facade Easement

028001 ORDINANCE NO. 49-662

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 14-019 OF THE CITY (623 WEST DOUGLAS FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 14-019 of the City of Wichita, Kansas (the “City”) adopted on January 14, 2014, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the “Improvements”):

Facade Improvements to the portion of 623 West Douglas abutting streets/rights-of-way, including West Douglas Avenue, South Oak Street and an east/west alley.

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements as required by K.S.A. 12-6a09; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the adjusted assessments as referred to in Section 1, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a

portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on February 11, 2014.

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT A

623 W. Douglas Improvement District

Property Subject to Assessment	Maximum Assessment
LOT 82 CHICAGO NOW DOUGLAS AVE. WEST WICHITA ADDITION Pin #00198205 Tax Key #D-00217	\$135,000.00

FACADE EASEMENT FACADE IMPROVEMENT PROGRAM

THIS FACADE EASEMENT made this ____ day of _____, 2014, by and between Marcos Holdings, LLC, hereinafter called Grantor and the City of Wichita, Kansas, hereinafter called Grantee:

WITNESSETH THAT,

WHEREAS, the Grantee is a municipal corporation pursuant to state law; and

WHEREAS, the Grantee is authorized pursuant to K.S.A. 12-6a01 et. seq. to make or cause to be made improvements which confer a special benefit upon a property within a definable area of the city; and,

WHEREAS, the Grantee may levy and collect special assessments upon property deemed by the governing body to be benefited by such improvement; and,

WHEREAS, the Grantee may acquire an interest in property when necessary for any of the purposes of the statute; and,

WHEREAS, the Grantee is authorized to accept easements necessary for improvements to be financed through special assessment financing pursuant to K.S.A. 12-6a01; and,

WHEREAS, the Grantor is the owner in fee simple of the improved real property consisting of a lot and building improvements located at 623 West Douglas Avenue, Wichita, Kansas; and,

WHEREAS, the Grantor has submitted a Facade Improvement Petition for special assessment financing to improve, restore and enhance the facade of the premises; and,

WHEREAS, the grant of a facade easement by the Grantor to the Grantee will assist in the improvement of the property;

NOW, THEREFORE, in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns, a fifteen (15) year facade easement in and to the premises described herein.

The easement granted herein (which is more particularly described in Attachment "A" and which is incorporated herein by reference) shall constitute a binding servitude upon the premises and shall be deemed to run with the said premises for a period of fifteen (15) years, with said fifteen year period being contemporaneous with the period of time that the said premises are encumbered with special assessment payments related to improvements made to its facade. As a further condition of said easement, Grantor agrees to the following covenants, restrictions and obligations related to said facade:

1. Without the express written consent of the Grantee, signed by an authorized representative of the Grantee, no construction, alteration, remodeling or other action shall be undertaken or permitted to be undertaken which would affect the exterior facade improvements on the premises (including, without limitation the exterior walls, the roofs or chimneys) or which would adversely affect the structural soundness of improvements on the premises. In the event the Grantee does consent to construction, alteration, remodeling or other action which would affect the exterior facade of improvements on the premises, the Grantor agrees that such construction, alteration, remodeling or other action will conform with applicable local, state and federal standards for construction or restoration or rehabilitation of historic property. Grantor agrees on behalf of itself and any successor condominium owners association at all times to maintain the premises in good and sound state of repair and to bear the cost of all maintenance and repair of the premises.

2. The premises shall not be divided, diminished or subdivided nor shall the premises ever be devised or conveyed except that the premises may be divided into condominium units, the units may

be conveyed to buyers, and the remainder of the premises may be conveyed to a condominium owners association.

3. The premises shall only be used for a use consistent with the zoning ordinances of the City of Wichita.

4. No other structures may be constructed on the premises during the term of this facade easement without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

5. No utility transmission lines, except those required by the existing structures or by structures permitted by the Grantee, may be placed on or over the premises.

6. No topographical changes shall be made or allowed on the premises without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

7. Grantor agrees that representatives of the Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the premises. Inspections will normally take place on the exterior of the structures on the premises; however, Grantor agrees that representatives of the Grantee, its successors and assigns, shall be permitted to enter and inspect the structures on the premises to insure maintenance of structural soundness. Inspection of the interior of the structures will not take place more often than annually, in the absence of deterioration, and shall require prior notice to Grantor. Inspection of the interior of the structures will be made at a time mutually agreed upon by the Grantor and Grantee, its successors or assigns, and Grantor will not unreasonably withhold its consent in determining a date and time for such inspections.

8. In the event of a violation of any covenant or restriction herein, the Grantee, its successors and assigns, following no less than thirty (30) days notice to Grantor of the violation, may institute suit to enjoin such violation and to require restoration of the premises in compliance with the covenants or restrictions herein. The Grantee, its successors or assigns, shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder (following expiration of the thirty (30) day notice and cure period set forth above), and in the event Grantor is found to have violated any of its obligations following expiration of such notice and cure period, Grantor shall reimburse Grantee, its successors and assigns, for any costs or expenses incurred in connection therewith, including court costs and reasonable attorneys' fees. In addition, Grantor acknowledges that the Grantee has advanced or will advance \$30,000 in public funds to defray costs of a portion of Grantor's façade improvements, and Grantor further acknowledges that, in the event of Grantor's violation of any covenant or restriction herein contained for the preservation, maintenance or repair of the façade improvements during the term of this easement, the Grantee will not have received the social and economic development benefits expected in connection with its advance of public funds, and the resulting loss to the Grantee will be difficult to measure. In such event, the Grantor covenants to repay to the Grantee, on demand, as contractual or liquidated damages, the amount \$30,000.

9. Grantor agrees that these covenants and restrictions will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title or its possessory interest in the premises, or any part thereof during the term of this facade easement. Grantor agrees to give Grantee written notice of any sale or mortgage of the premises or any part thereof within a reasonable time after such sale or mortgage.

10. Grantor agrees to maintain the facades of the premises in its original condition and configuration or in a condition or configuration which is agreed to by the Grantee.

11. Nothing herein contained shall impose any obligation or liability on the Grantee for the restoration, renovation, preservation or maintenance of the facades of the premises or any part of the premises. The Grantor shall indemnify and hold harmless the Grantee from any liability for any and all claims, demands, damages, judgments, costs or expenses in connection with the restoration, renovation, preservation and maintenance of the facades of the premises or any part thereof or in connection with the failure to restore, renovate, preserve or maintain the facades of the premise or any part of the premises.

12. The Grantor shall maintain insurance on the premises in such amount and on such terms as will allow the Grantee to restore, repair or rebuild the facade of the premises in the event the facade is damaged or destroyed. In the event of damage to or destruction of the facades of the premises, the Grantor alone may determine that the facade of the premises cannot be reasonably restored, repaired or reconstructed. In such event, the Grantee shall be entitled to receive from the Grantor the greater of the following: the fair market value of the easement granted herein at the time the easement was granted or the fair market value of the easement granted herein immediately before the facade of the premises was damaged or destroyed. However, any payment to the Grantee under the terms of this paragraph shall not terminate the easement granted herein, and the terms of the easement which are still applicable to the premises shall remain in full force and effect. The provisions of this paragraph shall apply whether or not the Grantor maintains the insurance coverage required by this paragraph. In the event the Grantee receives any payment under the terms of this paragraph, the Grantee shall use such payment in a manner consistent with the purpose of this easement.

13. Grantor acknowledges that the easement granted herein gives rise to a property right, vested immediately, with fair market value that is a minimum ascertainable portion of the fair market value of the premises. Thus, if a subsequent unexpected change in the conditions surrounding the premises makes it impossible or impracticable to preserve the premises for the purposes for which the easement was granted and restrictions imposed by the easement granted herein are terminated by judicial proceedings, the Grantee, on a subsequent sale, exchange or involuntary conversion of the premises, will be entitled to a portion of the proceeds determined in accordance with the ratio that the fair market value of the easement granted herein determined on the date of this Facade Easement is executed, unless state law determines that the Grantor is entitled to full proceeds from the conversion without regard to the terms of the prior restrictions imposed by the Facade Easement. In the event the Grantee receives such proceeds from the subsequent sale, exchange or involuntary conversion of the premises, the Grantee shall use such proceeds in a manner consistent with the terms conservation/enhancement purposes of the easement.

The covenants and restrictions imposed by the aforesaid, shall not only be binding upon the Grantor, but also upon its heirs, assigns, and all other successors in interest, and shall continue as a servitude running for the fifteen year term of the Facade Easement with the land and shall survive the Grantor and any termination of the Grantor's existence. All rights reserved herein to the Grantee shall run for the benefit of and be exercised by its successors, assigns, or by its designee duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

[SIGNATURES FOLLOW ON PAGES BELOW]

Marcos Holdings, LLC

By: _____
Shadi Marcos, Member

State of _____)
County of _____)

Signed or attested before me on _____ by _____, member, Marcos Holdings,
LLC.

Notary Public

(Date)

(Seal)

My appointment expires: _____

GRANTEE:

By Direction of the City Council

Carl Brewer,
Mayor

(Date)

ATTEST:

Karen Sublett,
City Clerk

(Date)

State of _____)
County of _____)

(Date)

Signed or attested before me on
_____ by

Notary Public

(Seal)

My appointment expires:

APPROVED AS TO FORM:

Gary E. Rebenstorf,
City Attorney and Director of Law of
the City of Wichita

(Date)

EXHIBIT A

Property Subject to Easement

An easement for construction and preservation of façade improvements on the façade of certain buildings currently addressed at 623 W. Douglas in the City of Wichita, Kansas, abutting public ways on Douglas Avenue, South Oak Street and an east/west alley, in such City, together with easements for ingress, egress and access to the said facades as necessary for such purposes, all on that property described as:

623 W. Douglas Ave

LOT 82

CHICAGO NOW DOUGLAS AVE.

WEST WICHITA ADDITION

Pin #00198205

Tax Key #D-00217

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: Policy Regarding the Bidding of Construction Contracts in Public-Private Development Projects

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Adopt the Resolution setting forth the Public-Private Construction Bid Policy.

Background: In 1996, the City Council adopted Charter Ordinance No. 177 in conjunction with the development of the Hyatt Regency Hotel in Downtown Wichita. Charter Ordinance No. 177 was later replaced by Charter Ordinance No. 203. The Hyatt Project was one of the City's earliest public-private development projects in which a national hotel developer was recruited by the City and in which the developer came with a general contractor affiliated with a major equity investor. The Charter Ordinance provides a legal basis for the non-competitive selection of general contractors in public-private construction projects when a development agreement has been authorized by a City ordinance and approved by a two-thirds majority vote of the City Council. Since that time, the City has partnered numerous times with private developers on redevelopment projects in which construction costs were funded at least in part with City funds. In some cases the construction work was contracted without bidding, and in other cases the selection was subject to the City's public bidding process. During the last year, City staff have consulted extensively with stakeholders in the public-private development sphere to devise a policy that defines when a public-private construction contract is to be bid and when bidding is not required.

Analysis: Charter Ordinance No. 203 provides a home rule exception to state laws requiring the public bidding of publicly financed construction. The Charter Ordinance encompasses public-private projects that are subject to development agreements as well as private projects that are financed by industrial revenue bonds issued by the City. The Charter Ordinance also requires completion of such construction work to be further secured by instruments of surety such as payment and performance bonds or bank letters of credit. Provisions of charter ordinances cannot be waived without amending the ordinance. It is proposed therefore to leave the Charter Ordinance in place and to supplement it with a policy resolution.

The attached Resolution states that it is the intent and policy of the Governing Body to forego using the authority conveyed by the Charter Ordinance to allow non-competitive selection of construction contractors and to instead use the following criteria to determine when a public-private construction contract is to be bid and when bidding is not required:

1. Competitive bidding SHALL be required for any discreet, free-standing construction work funded entirely with City funds. A typical example would be a parking structure that is not connected or integrated into a privately constructed building.
2. Competitive bidding shall NOT be required for any construction work funded by a combination of City funds and private developer funds, subject to the following provisos:
 - a. General contractors shall be required to select subcontractors through a competitive procurement process agreeable to the City, and;

- b. As a cost of the project, the City will engage a third party expert to verify construction estimates and contracts with respect to reasonable market costs and appropriate allocation of costs between public and private funding.

The Resolution also states that it is not the intent of the policy to preclude the developers' use of a request for proposal (RFP) process to select contract managers, construction managers or project managers to work on public-private construction projects. The Resolution would also allow the use of a construction manager at-risk as an alternative to bidding the general contractor, as long as it is authorized by a development agreement approved by a 2/3 majority vote of the City Council and selection is made by means of the RFP process.

Financial Considerations: The adoption of the proposed bidding policy for public-private construction projects will not have a predictable financial impact on the City of Wichita.

Legal Considerations: The City Council has the inherent authority to promulgate policies by resolution. The attached resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution setting forth the Public-Private Construction Bid Policy and authorize the necessary signatures.

Attachment: Public-Private Construction Bid Policy Resolution

RESOLUTION NO. 14-044

A RESOLUTION REFLECTING THE INTENT AND POLICY OF THE CITY COUNCIL WITH RESPECT TO USE OF CHARTER ORDINANCE AUTHORITY FOR NON-BID PROJECTS ON CITY PROPERTY UNDER DEVELOPMENT AGREEMENTS.

WHEREAS, the Governing Body of the City of Wichita, Kansas, has authority under Charter Ordinance No 203 of the City to exempt from public bid requirements certain projects constructed on City property pursuant to an approved development agreement, by adoption of an Ordinance approved by a 2/3 majority of the Council; and,

WHEREAS, the Governing Body now finds it necessary and desirable, in keeping with the policies and public benefits underlying requirements for competitive bidding on City projects, to promulgate a policy statement identifying and restricting those instances in which it will consider the use of its authority under Charter Ordinance No. 203;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. To foster and protect the public benefits derived from competitive bidding for construction contracts, it is the intent and policy of the Governing Body to forego exercise of its Charter Ordinance No. 203 authority to allow construction of projects on City land without competitive bidding and to use the following criteria to determine the necessity for bidding or non-bidding of construction work paid in whole or part with City funds as part of a public-private partnership:

- (a) Selection of general contractors for any discreet, free-standing construction work funded entirely with City funds shall be subject to competitive bidding.
- (b) Selection of general contractors by competitive bidding is not required for any construction work funded by a combination of City funds and private developer funds; provided however, that general contractors shall be required to select subcontractors through a competitive procurement process agreeable to the City. As a cost of the project, the City will engage a third party expert to verify construction estimates and contracts with respect to reasonable market costs and appropriate allocation of costs between public and private funding.

Section 2. The foregoing section shall not be deemed to preclude selection of contract managers, construction managers or project managers via Requests for Proposal processes as outlined in Administrative Regulation 1.2, nor to preclude use of a development agreement approved under Charter Ordinance No. 203 as part of an arrangement in which a construction manager at-risk is selected via a Request for Proposal process.

Section 3. The Resolution shall take effect upon its adoption by the Governing Body. The provisions contained herein shall not apply to public-private projects for which a development agreement has been approved by the Governing Body prior to adoption of the Resolution.

ADOPTED by the Governing Body of the City of Wichita, Kansas, this 4th, day of February, 2013.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 4, 2014

To: Mayor and City Council

Subject: Substantial Amendment to the 2009-2013 Consolidated Plan

Initiated By: Housing and Community Services Department

Agenda: New Business

Recommendation: Approve the Substantial Amendment to the 2009-2013 Consolidated Plan, and authorize the necessary signatures.

Background: Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). This is based on a Federal formula which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. In order to receive Federal funds under the Community Development program, entitlement cities must complete and submit a Consolidated Plan for HUD approval. Among other components the plan must include the types of activities to be offered during the five year period.

Analysis: The City of Wichita is operating under the approved 2009-2013 Consolidated Plan, which describes local spending priorities for Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), and Emergency Solutions Grant (ESG) funds. One component of the plan states the City’s commitment to homeownership and specifically notes that it will not commit HOME funds to support rental projects. Changes in HUD regulations regarding the HOME program and disposition of unsold HOME-funded homeownership units, dictate the need for a modification of this specific provision. The 2012 and 2013 interim rules require that homes constructed under those funding cycles to be converted to rental housing if they have not been sold within six months. The final rule became effective on August 23, 2013 and requires the conversion to occur after nine months.

The rule changes impact funds committed in the 2012 and 2013 one-year action plans and apply to any HOME funds committed on or after August 23, 2013. Further, HUD is strongly encouraging entitlement cities to convert unsold homeownership units to rental units, even if the units are not technically subject to the rule changes.

Staff is working with a local Community Housing Development Organization (CHDO) which has unsold homeownership units funded in part with HOME funds from the years impacted by the new rules. It is likely that they will need to be converted to rental units, in a manner consistent with the new regulatory requirements. Therefore an amendment to the City’s Consolidated Plan regarding the use of HOME funds is being proposed.

The 2013-2018 Consolidated Plan is being developed and will be consistent with the new HOME rules. Both the current plan and the one being developed will continue the City’s commitment to homeownership even in light of the new HOME rules. Allowing for both options gives the City increased flexibility in addressing affordable housing needs using HOME funds.

When local government considers Substantial Amendments to the Consolidated Plan, HUD requires that the amendments be made available for public comment, usually for 30 days, followed by a public hearing.

The City Council authorized a 30-day comment period for this Substantial Amendment on December 10, 2013, and no comments have been received.

Financial Consideration: This change in the Consolidated Plan does not have financial implications at this time.

Legal Consideration: HUD regulations require a 30 day public comment period before a Substantial Amendment can be made to a Consolidated Plan. The Law Department has confirmed the need for the Substantial Amendment.

Recommendation/Actions: It is recommended that the City Council close the public hearing, approve the Substantial Amendment to the 2009-2013 Consolidated Plan, and authorize the necessary signatures.

Attachments: Substantial Amendment to the 2009-2013 Consolidated Plan.

City of Wichita
City Council Meeting
February 4, 2014

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Recommendation/Actions: It is recommended that the City Council close the public hearing, approve the Substantial Amendment to the 2009-2013 Consolidated Plan, and authorize the necessary signatures.

Attachments: Substantial Amendment to the 2009-2013 Consolidated Plan.

**City of Wichita
City Council Meeting
February 4, 2014**

TO: Mayor and City Council

SUBJECT: 2014 Community Services Block Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the 2014 Community Services Block Grant funding application and authorize the necessary signatures.

Background: The Community Services Block Grant (CSBG) is a Federal funding source which supports programs to address the needs of persons who have low incomes. CSBG funds are administered by the Kansas Housing Resources Corporation and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been a CAP and received CSBG funding for Wichita and Sedgwick County. The Wichita Sedgwick County Community Action Partnership (WSCCAP) is a division of the Housing and Community Services Department and administers the CSBG program locally.

The Community Services Block Grant Review Committee (Review Committee) is the official administering board for CSBG and as such is required to fully participate in the development, planning, and implementation and evaluation of programs and operations supported by CSBG funds. These requirements are set forth in policies established by the Kansas Housing Resources Corporation (KHRC).

According to the U.S. Department of Health and Human Services, Community Services Block Grant funding is designed to alleviate the causes and conditions of poverty in communities. The Department further notes that CSBG funding supports projects that:

- Lessen poverty in communities
- Address the needs of low-income individuals, including the homeless, migrants and the elderly
- Provide services and activities addressing employment, education, better use of available income, housing, nutrition, emergency services and/or health

Analysis: An annual application is required for receipt of CSBG funds. The process for completing an application begins when KHRC staff provides the WSCCAP with a preliminary budget allocation for the next year. Staff prepares and submits to the Review Committee, an analysis of prior year program expenses and outcomes, and anticipated needs for the next funding year. The Review Committee meets to discuss and prepare recommendations for the budget application. The recommendations are forwarded to the City Manager and City Council for final approval prior to submission to KHRC.

On December 18, 2013, the City was advised that the 2014 CSBG funding amount would be \$782,042, which is \$216,217 less than the 2013 allocation of \$998,259. On January 14, 2014, the KHRC advised that the allocation may increase as a result of the budget passed by Congress, however, grantees were told to prepare budget applications with the original estimate.

On January 16, 2014, the Review Committee met to discuss funding for 2014. The following chart represents its final recommendations. A copy of the minutes of that meeting is attached to this agenda item.

	Current – 2013	Proposed – 2014
INTERNAL		
Activity		Budget
WSCCAP Staff	\$433,305 <i>Actual 2013 cost was \$445,348 prior to furloughs, layoff.</i>	\$428,681 <i>Salaries and benefits for 6 positions</i>
Office Operations <i>Includes phone, IT charges, supplies, printing, CSBG report database</i>	\$75,000	\$64,545
Indirect <i>Formula-based payment to the City Finance department</i>	\$9,883	\$7,429
Audit	\$1,400	\$1,000
Professional Dues/Fees	\$12,877 <i>Organizational membership in statewide professional organization of Community Action Programs(\$12,477) and Database maintenance fee for performance reporting purposes (\$400)</i>	\$10,026 <i>Organizational membership in statewide professional organization of Community Action Programs (\$9,776 and Individual Development Account program fee (\$250)</i>
Client Support <i>To assist with soft costs for persons in employment and training</i>	\$10,000	\$10,000
EXTERNAL/CONTRACTS		
Project Access	\$225,000	\$175,000
Neighborhood City Halls <i>These facilities are being supported by the General Fund and CDBG.</i>	\$28,794	0
Employment & Training <i>Recommend a community-wide RFP</i>	\$202,000	\$35,361
Summer Activity Camps <i>The camps operated in 2013 with prior year funding.</i>	0	\$50,000
Total	\$998,259	\$782,042

In making these recommendations the Review Committee expressed support for the new anti-poverty model that the WSCCAP has begun, and recommended that should additional funds be made available to Wichita/Sedgwick County, that those funds be designated for employment and training.

The application must be submitted to KHRC by February 21, 2014.

Financial Considerations: No general operating funds from the City budget are obligated by the application.

Legal Considerations: The Law Department has approved the 2014 Community Services Block Grant application as to form.

Recommendation/Action: It is recommended that the City Council approve the 2014 Community Services Block Grant funding application and authorize the necessary signatures.

Attachments: Minutes of the January 16, 2014 Community Services Block Grant Review Committee (Minutes have not yet been approved by the Review Committee).

Minutes of the
Community Services Block Grant (CSBG) Review Committee
Thursday, January 16, 2014, 11:30 a.m.
Greenway Manor Conference Room; 315 N Riverview; Wichita, Kansas 67203

MEMBERS PRESENT

June Bailey
Jody Bennett, Secretary
Jerry Prichard
John Whitmer
Sister Karen Salsbery
Joel Weihe, Vice-Chairperson
Denise O'Leary-Siemer
James Thompson
Pamela Williams
Teresa Cook
Nancy Wilhite

STAFF PRESENT

Mary K. Vaughn, City of Wichita
Donny Henning, City of Wichita
Lesa Lank, City of Wichita
Sharene Thompson, City of Wichita
Ryan Tyree, City of Wichita

MEMBERS ABSENT

GUESTS

Patricia Tasker, Envision
Andrie Krahrl, Kansas DUI Impact Center

1. Meeting Call to Order, Introductions and Attendance Notifications

Joel Weihe	Weihe called the meeting to order at 11:35 a.m. A quorum was present.
Mary K. Vaughn	<p>Vaughn presided at the meeting since the posted agenda did not include election of officers. Following the agenda all persons present introduced themselves. Because there were many new members Vaughn provided short background information on CSBG and the Wichita Sedgwick County Community Action Partnership (WSCCAP) for the new members. The Community Action Promise was also read aloud.</p> <p>Vaughn also noted that due to the fact that the recent appointments to the Review Committee exceeded the number for the Private Sector and left vacant a slot for the Public Sector, all actions taken by the Review Committee at this meeting would need to be ratified after a change to the appointment categories that will take place at the Feb. 28 Council meeting.</p>

2. Seating of New Committee Members

Mary K. Vaughn	Seating of the new members had to be delayed until oath of office documents could be located.
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3. Approval of the Agenda

Joel Weihe Weihe asked if anyone wanted to make changes to the agenda.

Mary K. Vaughn Vaughn recommended a deviation in the agenda to delay discussion of Item 5 until after the Oath of Office was administered.

Motion-- Joel Weihe (Jody Bennett) made a motion to approve the January 16, 2016 meeting agenda as presented.

---Carried The motion passed unanimously.

4. Approval of the November 7, 2013 Minutes

Mary K. Vaughn Vaughn asked if there were any additions or recommended changes to the January 16, 2014 meeting agenda.

Motion-- Jody Bennett (June Bailey) made a motion to approve the November 7, 2013 meeting minutes.

---Carried The motion passed unanimously.

5. CSBG FFY2014 Non-Discretionary Formula Grant Application

Mary K. Vaughn Discussion was delayed to await administration of the Oath of Office.

6. CSBG FY2012 and FY2013 Expenditure Reports

Donny Henning Henning provided an overview of the expenditure reports, noting that all 2012 funds were expended and FY2013 CSBG were on track for timely expenditures. He noted that the reports reflect the transfer of funds between categories when agencies underspend and there are deficits in other areas.

June Bailey Bailey asked if Neighborhood City Halls received 100% of unspent funds from other projects from FY2012. Henning said they did.

Mary K. Vaughn Vaughn confirmed that funds can be moved between approved funding categories up to a certain threshold and that Neighborhood City Hall expenses was one area where funds were transferred to cover costs. She also reminded the Committee members that CSBG has 18 months to spend the Nondiscretionary formula grant and that period is from April through September of the following year.

In response to a question about Project Access under-expenditures of the current grant, Vaughn noted that their contract began in September.

Joel Weihe Weihe noted that the recommended action for agenda item 6 is to receive and file the reports.

Motion-- June Bailey (Sister Karen Salsbery) made a motion to receive and file the expenditure report.

---Carried The motion passed unanimously.

James Thompson Thompson received word of a family emergency and had to leave the Review Committee. He did not return.

5. CSBG FFY2014 Non-Discretionary Formula Grant Application

Mary K. Vaughn Vaughn distributed a worksheet to begin the budget discussion, and provided an overview of the funding process which begins with Congressional appropriations which are divided among the state. In Kansas the Kansas Housing Resources Corporation uses a formula to allocate funds to eligible entities. Vaughn then noted that the current CSBG allocation figure that the Review Committee would be discussing was based on information provided by the state in December, 2013. However on January 15, 2014 staff received word that the allocation may increase due to budget action taken by Congress in recent days.

Discussion was halted due to the arrival of the City Clerk to administer the Oath of Office.

Mary K. Vaughn Vaughn introduced Karen Sublett from City of Wichita Clerks Office to the board. Since John Whitmer and Teresa Cook had the Oath of Office administered at the Clerks Office prior to the meeting, the following members received the Oath of Office and were seated: June Bailey, Jody Bennett, Jerry Prichard, Sister Karen Salsberry, Joel Weihe, Denise O'Leary-Siemer, James Thompson, Pamela Williams, and Nancy Wilhite.

Following the Oath of Office the budget discussion resumed.

Mary K. Vaughn Vaughn noted that the anticipated FY2014 funding amount which was received in December, is \$216,217 less than the 2013 allocation. She indicated that the Review Committee could begin with a blank slate or they could look at current operational costs. She went through the

handout which included costs for current internal operations: personnel, office operations, indirect costs paid to the City and client support costs, and noted everything is open to discussion and/or change. CSBG Review Committee members were asked to identify programs aligned with the agency mission and needs based on the 2013 Community Needs Assessment, past programs, etc., to determine the appropriate amount of funding level for each program and/or to suggest new opportunities to utilize CSBG funding.

Joel Weihe

Weihe asked Committee members to discuss funding levels for CSBG programs.

John Whitmer

Whitmer wanted more clarification on internal costs of the IFD program, specifically asking about the salaries.

Mary K. Vaughn

Vaughn explained that the staff costs on the handout represented salaries and benefits for six positions. She also explained that as a result of significant budget cuts in 2013, staff had to take furlough days every other Friday from July through the first week of December, to reduce costs to the reduced allocation. The proposed staff costs on the handout would not require furloughs in 2014 based on the current staff level. She noted that one position was laid off in December and there is one vacancy which the budget will accommodate.

Vaughn presented an overview of the Individual Family Development (IFD) program which is a new direction for the WSCCAP. She also explained the name change from CDO to WSCCAP. She noted that the Review Committee will have a full presentation on the IFD at the next meeting, but provided a brief overview which described the goal as to move people out of poverty into self-sufficiency and economic stability. The initiative was launched with the summer youth employment program in 2012 and enhanced in 2013 when a special grant was received to provide cash incentives for youth in public housing and section 8 families, to start a savings program. The families of those youth will be invited to participate in a similar initiative to improve their earnings and create assets. The WSCCAP staff will manage that program. Vaughn went on to explain external contracts including Project Access, Employment and Training, and Neighborhood City Halls. She indicated that the Neighborhood City Hall expenses will no longer need to be budgeted from CSBG. She also noted that the model for that program has changed and is now titled Office of Community Engagement.

Vaughn pointed out to the Review Committee members that Patricia Tasker from Envision and Andrie Krahle from Kansas DUI Impact Center were present to observe the Review Committee meeting.

Teresa Cook Cook inquired about the 2013 Community Needs Assessment which Vaughn referenced earlier.

Mary K Vaughn Vaughn advised Cook and the rest of the Board that the Community Needs Assessment is conducted by the United Way that identifies concerns within the communities in South Central Kansas. Vaughn stated that the assessment determined the top needs in the area are health care, youth employment, and juvenile delinquency and gang prevention.

Committee members discussed the importance of Individual and Family Development (IFD), Project Access (which provides basic non-emergency health care services to low income individuals) and Employment and Training. Members asked staff questions related to how the decrease in CSBG funding will impact programs and if there are other funding sources agencies have to rely upon. Members also discussed previous program including Summer Activity Camps, Neighborhood City Halls and Neighborhood Cleanups. Members discussed the importance of health care, youth employment, and juvenile delinquency and gang prevention which were priorities listed in the 2013 United Way Community Needs Assessment. Members came to the consensus that CSBG programs need to address those needs the best way possible. Members asked staff more about programs which were previously funded, spending trends, and whether these programs could possibly address those needs.

Andrie Krah1 Ms. Krah1 asked how neighborhood cleanups related to helping poor people move out of poverty. Vaughn responded that although she could not quote the exact regulatory reference, the connection had to do with ensuring they had a healthy living environment.

Regarding the Summer Activity Camps Vaughn noted that the Wichita Police Department is heavily involved in those initiatives and has provided reports showing a decrease in juvenile crime when the camps are operational. Vaughn also elaborated on the Workforce Alliance contract for Employment and Training, noting that it will provide that service for referrals from WSCCAP staff under the new IFD model. Committee members discussed the fact that Project Access has multiple sources of funding and donations and suggested that their allocation should be smaller than previous years' allocations, to free up funding to combat juvenile delinquency. It was also established that an Employment and Training program would include youth participants as well as adults since employment is a basic starting point for economic growth.

Vaughn noted that some activities funded by CSBG could be funded by CDBG, as that budget is being developed. She mentioned Employment and Training in particular because that is emerging as a

high community priority. The Committee responded favorably to this possibility.

Following the discussion, committee members decided upon the following funding recommendations:

- 1) WSCCAP Staff \$428,681
- 2) Office Operations \$68,000
- 3) Indirect \$15,000
- 4) Client Support (IFD) \$10,000
- 5) Project Access \$175,000
- 6) Summer Activity Camps \$50,000
- 7) Employment and Training \$31,361

Mary K. Vaughn Vaughn then asked the Committee where it would propose adding funds if more money is made available. After discussion the committee asked staff to determine whether Parks and Rec could use more funds for the Summer Activity Camps, and to otherwise direct additional funds to Employment and Training.

Patricia Tasker Ms. Tasker advised the Committee that her program trains and employs people who are visually impaired. The Committee responded to her comments by asking if she could receive employment and training funds.

Mary K. Vaughn Vaughn noted that it would depend upon how broadly the program was described. She noted that the current contract was no-bid because the Workforce Alliance was deemed to be the only program which could perform the services as outlined.

John Whitmer Whitmer expressed his concern with sole source contracts and wanted to have any future Employment and Training contract be put up for competitive bid.

Review Committee consensus was that any future Employment and Training contract should be put up for competitive bid.

Mary K. Vaughn Vaughn noted per agenda that the recommended action was to identify funding priorities for staff to submit to City Council. She noted that the Committee's recommendations would be considered by the Council. Others noted that the Council has the authority to reject the Committee's recommendations and has done so in the past. Committee members indicated the importance of them making contact with the Council Members who appointed them, to explain their recommendations and the reasons for them.

Motion-- Joel Weihe (Denise O'Leary-Siemer) made a motion to approve the budget line items as listed above and for staff to proceed with application submission.

---Carried The motion passed unanimously.

Motion-- Joel Weihe (John Whitmer) made a motion to approve 100% of any additional funding be added to the Employment and Training Program and that this contract be put up for bid.

---Carried The motion passed unanimously.

7. CSBG Review Committee Attendance Report

Mary K Vaughn Vaughn noted that there is no action necessary for Agenda item 7.

June Bailey Bailey noted that member Karen Rogers has been absent for a few meetings according to the report and asked if there should be any action taken. Staff responded that Rogers is no longer a member.

8. Next CSBG Review Committee Meeting

Mary K. Vaughn Vaughn asked committee members if there would be a conflict with the next meeting being scheduled on March 6, 2014. She also noted that staff would call a special meeting if a need arose prior to March 6.

No conflicts were expressed by committee members with the March 6 date and they expressed their willingness to attend a special meeting if needed.

Joel Weihe Weihe noted that the recommended action for Agenda item 8 is to approve as scheduled the next meeting on March 6, 2014.

9. Adjourn

Mary K Vaughn Vaughn asked for a motion to adjourn the meeting.

Motion-- Joel Weihe (John Whitmer) made a motion to adjourn the meeting.

---Carried The motion carried unanimously. The meeting adjourned at 1:20 p.m.

Respectfully Submitted, _____
Jody Bennett, CSBG Review Committee Secretary

Date

Joel Weihe, Vice Chairperson

Date

**City of Wichita
City Council Meeting
February 4, 2014**

TO: Mayor and City Council

SUBJECT: 2014 Community Services Block Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the 2014 Community Services Block Grant funding application and authorize the necessary signatures.

Background: The Community Services Block Grant (CSBG) is a Federal funding source which supports programs to address the needs of persons who have low incomes. CSBG funds are administered by the Kansas Housing Resources Corporation and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been a CAP and received CSBG funding for Wichita and Sedgwick County. The Wichita Sedgwick County Community Action Partnership (WSCCAP) is a division of the Housing and Community Services Department and administers the CSBG program locally.

The Community Services Block Grant Review Committee (Review Committee) is the official administering board for CSBG and as such is required to fully participate in the development, planning, and implementation and evaluation of programs and operations supported by CSBG funds. These requirements are set forth in policies established by the Kansas Housing Resources Corporation (KHRC).

According to the U.S. Department of Health and Human Services, Community Services Block Grant funding is designed to alleviate the causes and conditions of poverty in communities. The Department further notes that CSBG funding supports projects that:

- Lessen poverty in communities
- Address the needs of low-income individuals, including the homeless, migrants and the elderly
- Provide services and activities addressing employment, education, better use of available income, housing, nutrition, emergency services and/or health

Analysis: An annual application is required for receipt of CSBG funds. The process for completing an application begins when KHRC staff provides the WSCCAP with a preliminary budget allocation for the next year. Staff prepares and submits to the Review Committee, an analysis of prior year program expenses and outcomes, and anticipated needs for the next funding year. The Review Committee meets to discuss and prepare recommendations for the budget application. The recommendations are forwarded to the City Manager and City Council for final approval prior to submission to KHRC.

On December 18, 2013, the City was advised that the 2014 CSBG funding amount would be \$782,042, which is \$216,217 less than the 2013 allocation of \$998,259. On January 14, 2014, the KHRC advised that the allocation may increase as a result of the budget passed by Congress, however, grantees were told to prepare budget applications with the original estimate.

On January 16, 2014, the Review Committee met to discuss funding for 2014. The following chart represents its final recommendations. A copy of the minutes of that meeting is attached to this agenda item.

	Current – 2013	Proposed – 2014
INTERNAL		
Activity		Budget
WSCCAP Staff	\$433,305	\$428,681
	<i>Actual 2013 cost was \$445,348 prior to furloughs, layoff.</i>	<i>Salaries and benefits for 6 positions</i>
Office Operations <i>Includes phone, IT charges, supplies, printing, CSBG report database</i>	\$75,000	\$64,545
Indirect <i>Formula-based payment to the City Finance department</i>	\$9,883	\$7,429
Audit	\$1,400	\$1,000
Professional Dues/Fees	\$12,877	\$10,026
	<i>Organizational membership in statewide professional organization of Community Action Programs(\$12,477) and Database maintenance fee for performance reporting purposes (\$400)</i>	<i>Organizational membership in statewide professional organization of Community Action Programs (\$9,776 and Individual Development Account program fee (\$250)</i>
Client Support <i>To assist with soft costs for persons in employment and training</i>	\$10,000	\$10,000
EXTERNAL/CONTRACTS		
Project Access	\$225,000	\$175,000
Neighborhood City Halls <i>These facilities are being supported by the General Fund and CDBG.</i>	\$28,794	0
Employment & Training <i>Recommend a community-wide RFP</i>	\$202,000	\$35,361
Summer Activity Camps <i>The camps operated in 2013 with prior year funding.</i>	0	\$50,000
Total	\$998,259	\$782,042

In making these recommendations the Review Committee expressed support for the new anti-poverty model that the WSCCAP has begun, and recommended that should additional funds be made available to Wichita/Sedgwick County, that those funds be designated for employment and training.

The application must be submitted to KHRC by February 21, 2014.

Financial Considerations: No general operating funds from the City budget are obligated by the application.

Legal Considerations: The Law Department has approved the 2014 Community Services Block Grant application as to form.

Recommendation/Action: It is recommended that the City Council approve the 2014 Community Services Block Grant funding application and authorize the necessary signatures.

Attachments: Minutes of the January 16, 2014 Community Services Block Grant Review Committee (Minutes have not yet been approved by the Review Committee).

City of Wichita

2014-2018 Consolidated Plan Preliminary Draft

Executive Summary and Overview

Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). This is based on a Federal formula which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. In order to receive Federal funds under the Community Development program, entitlement cities must complete and submit a Consolidated Plan for HUD approval. Following approval cities submit one year action plans for each year of the Consolidated Plan.

The Consolidated Plan is part of a larger grants management and planning process that can be divided into six phases: (1) determining needs; (2) setting priorities; (3) determining resources; (4) setting goals; (5) administering the programs; and (6) evaluating the performance. Citizens are at the center of the entire process which is reflected in the following illustration:



The Consolidated Plan for 2014-2018 addresses steps one through five. Step six, Evaluating Performance, will occur at the end of the first program year under this new plan. Following is an overview of the 2014-2018 Consolidated Plan for the City of Wichita.

Determining Needs

Because of the City’s commitment to public participation, the Housing & Community Services Department has developed a Citizen Participation Plan (CPP) which uses various media formats to engage the public in identifying needs and priorities. Formats include traditional paper surveys, public hearings, and most recently electronic balloting. From October, 2013 through January, 2014, a priority needs survey was made available through an electronic survey site and via hard copy. Presentations were made to District Advisory Boards which represent a wide array of interests (including neighborhood groups and associations) in each City Council district. Attendees were given a paper

survey and also directed to the electronic survey site. Approximately 100 persons were in attendance at these presentations.

Following these presentations, survey instruments were sent to human service agencies and various community stakeholders. Copies of the survey were also made available at the three Neighborhood City Halls. Neighborhood organizations were contacted through the Wichita Independent Neighborhoods umbrella organization and a local ministerial league was also asked to distribute information to their congregations. Viewers of the City's public information television channel were also encouraged through regularly running ads, to go to the electronic survey site or the City's website to download a paper copy of the survey.

In total, over 400 surveys were returned in time for inclusion in the first draft of the Consolidated Plan. All were tabulated for program prioritization purposes. Following is a summary of the citizen feedback:

- A. Do you believe Wichita is a good place to live for everyone? **73% said yes.**
- B. Are there groups for whom Wichita is not a good place to live? **Ex-offenders and the homeless were the top two groups.**
- C. Which of the following provides the best way to help escape poverty? **The top two responses were jobs and reliable transportation.**
- D. What is your definition of affordable housing? **90% said housing that costs less than 30% of income.**
- E. Is there a need for affordable housing in Wichita? **91% said yes.**
- F. What are the top three groups most in need of affordable housing? **The working poor, homeless families, and single parent families were most often listed, in that order.**
- G. What are the top three conditions that lead to residential neighborhood stability? **The most frequent responses were: close proximity of grocery stores, restaurants and other services; well-kept properties; and where a majority of residents are homeowners.**
- H. Which is the best way to prevent people from becoming homeless? **94% said jobs which pay more than minimum wage.**
- I. For the homeless, what is the best temporary solution for them? **90% said provide jobs and/or job training in the shelters. Counseling and referral and street outreach services were the next two most often mentioned.**
- J. For the homeless, what is the best permanent solution for them? **The top two responses were create job programs for the homeless and provide jobs that pay more than minimum wage.**

Another important component of the citizen participation plan is the use of existing documents representing survey and planning activities being carried out in the community. Specifically the City utilized information from the United Way of the Plains Community Needs Assessment released in 2013, the 2012 National Citizen Survey for Wichita, the 2013 Wichita State University Community Investments Community Survey, and the City/County development of a comprehensive plan through the year 2035.

The Consolidated Plan format also required the City to identify needs for special populations such as the homeless. The annual Point in Time count was a primary source of information for this population, as well as work with the Continuum of Care. Other special needs populations include the elderly, frail elderly, persons with severe mental illness, those with physical and developmental disabilities, and persons addicted to alcohol and/or drugs. In addition to the need for affordable housing these groups also benefit from a variety of support services to help them remain independent and with a high quality of life.

Another factor in determining needs was the required Housing Market Analysis which reviewed housing costs and conditions in general, as well as the availability of subsidized housing through the Wichita Housing Authority. In general that analysis indicated a gap between the cost of available housing and the ability of low income persons to pay for it. One very telling statistic comes from 2006-2010 CHAS (Comprehensive Housing Affordability Strategy) data from HUD, which reports 3,255 rental units available in Wichita for families earning 30% or less than the area median income, and over 19,000 households at that income level. This data is reinforced by the fact that both the Public Housing and Section 8 Housing Choice Voucher programs maintain waiting lists for available units or vouchers.

While all of this information is used to establish five year priorities and goals, the balance of this executive summary and overview will focus on priorities and goals for the 2014 program year.

2014-2015 One Year Action Plan

Setting Priorities and Determining Resources

Major themes from the needs assessments are affordable housing, jobs which pay wages sufficient to meet basic needs, and investment in public facilities and infrastructure. These themes emerge for the population in general as well as for special populations such as the homeless. Economic development was mentioned in relation to establishment of strong neighborhoods as well. With this information staff established the following areas of priority for Consolidated Plan funding within the five year period of the plan. This list also includes possible funding sources, including those not governed by the Consolidated Plan.

Safe Affordable Housing	2014 Con Plan Funding		Other Funding	Goals
Home Repair	CDBG	\$1,164,000		250 Households
	HOME	\$70,000		2 Rehabilitated Homes
New Housing Development (single/multi family)	HOME	\$550,000		11 Housing Units
Homebuyer Assistance	HOME	\$310,115		15 Homebuyers
Rental Housing Repair		TBD	Proceeds from loan repayments	TBD

Homelessness	2014 Con Plan Funding		Other Funding	Goals
Housing First	CDBG	\$78,500	City and County General Funds @ \$191,368 each	Average of 64 persons housed
Homeless Assistance (Shelters)	ESG	\$112,483	Agencies provide required one-to-one match	2,000 persons
Rapid Re-Housing	ESG	\$30,000	Agencies provide required one-to-one match	50 persons
Homelessness Prevention	ESG	\$30,000	Agencies provide required one-to-one match	50 persons
Women's Services	CDBG	\$250,000		400 persons

Neighborhood Stabilization	2014 Con Plan Funding		Other Funding	Goals
Sidewalks	CDBG	\$75,000	General Fund	1 area
Dangerous building demolition	CDBG	\$90,000		9 structures
Boarded up house program	HOME	\$125,000		2 new houses
Infrastructure	CDBG	\$100,000	General Fund	To be identified following selection of project(s)

Non-Housing Community Development	2014 Con Plan Funding		Other Funding	Goals
Economic Development		0	General Fund	NA
Office of Community Engagement	CDBG	\$385,000	General Fund	TBD
Training and Employment	CDBG	\$225,000	CSBG	To be identified following selection of program provider
Youth Enrichment and Crime Prevention	CDBG	\$125,000		To be identified following selection of program provider

Setting Goals

Goals listed for each of the priority programs were established using the five characteristics of effective goals: Specific, Measurable, Action-Oriented, Realistic, and Time-Bound. They are also determined in large part by funding available and leveraging opportunities.

Administering the Programs

It is the expectation of the U.S. Department of Housing and Urban Development that sufficient resources be devoted to professional administration of all funded programs. Planning and Administration is an eligible funding category with a cap of 20% of the total CDBG allocation. The HOME program administration cap is 10% of the allocation; the ESG cap is 7.5%. The following chart reflects program administration costs that are included in the 2014 One Year Action Plan.

Program Administration

	CDBG	HOME	ESG
Cap Amount	\$556,175	\$122,790	\$14,060
Planned Expenditures	Personnel/Office Costs: \$398,864 4 FTEs (authorized)	Personnel/Office Costs: \$107,565 1.5 FTE	Personnel/Office Costs: \$9,373 0.5 FTE
	Indirect: \$59,511	Indirect: \$15,225	Indirect: \$4,687
	Fair Housing: \$5,000		
	Mandated: \$25,000 Environmental reviews of all funded projects 0.25 FTE		
Planned Totals	\$488,375	\$122,790	\$14,060

Final Thoughts

The theme of the Consolidated Plan will continue to be “Creating Communities of Choice”. The programs planned for the next five years are designed to fulfill this commitment by providing safe, affordable housing and strong, vibrant neighborhoods which all of the city’s residents can enjoy.

The complete Consolidated Plan document will be available for review following presentation to the City Council on February 4, 2014.

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, Feb 4, 2014																			
COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition										2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION					
Public Works & Utilities										\$0	\$75,000 *	\$75,000 *	\$75,000 *						
Street or Sidewalk Repair																			
Amount from Annual Allocation												\$0	\$0						
Amount from Prior Year Unallocated												\$75,000	\$100,000 *						
Metropolitan Area Building & Construction Department										\$150,000	\$100,000	\$90,000	\$90,000						
Demolition and Clearance of Dangerous and Unsafe Buildings																			
Total - Capital Projects										\$150,000	\$175,000	\$165,000	\$165,000	\$0					
*This amount from prior year unallocated funds																			
COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities										2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION					
Neighborhood Clean-ups										\$50,000	\$50,000	\$19,420	\$0						
Housing and Community Services																			
- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.										\$425,908	\$369,091	\$369,091	\$389,000						
Amount from Annual Allocation										\$346,908		\$388,511	\$389,000						
Amount from Prior Year Unallocated										\$79,000		\$0	\$0						
- Home Repair										\$664,467	\$546,222	\$758,984	\$775,000						
- Rental Housing Loan Program										\$0	\$0	\$0	\$0						
Total - Housing Projects										\$1,140,375	\$965,313	\$1,147,495	\$1,164,000	\$0					
COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization										2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION					
Funds Available for Reallocation										\$321,000	\$0	\$0	\$100,000 *	*					
Total - Neighborhood Initiatives										\$321,000	\$0	\$0	\$100,000 *	\$0 *					
*This amount from prior year unallocated funds																			

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, Feb 4, 2014																			
COMMUNITY DEVELOPMENT BLOCK GRANT																			
Public Services - CAP is \$1,163,310																			
City Manager's Office Total Allocation																			
- Office of Community Engagement		\$333,132	**	\$331,757		\$428,626		\$385,000											
Amount from Annual Allocation		\$305,000		\$331,757		\$428,626		\$0											
Amount from Prior Year Unallocated		\$28,132		\$0		\$0		\$0											
Neighborhood Services Supervisor		\$28,132	*	\$0		\$0		\$0											
Atwater		\$71,837		\$0		\$110,591		\$0											
Colvin		\$82,488		\$0		\$122,898		\$0											
Evergreen		\$78,071		\$0		\$83,531		\$0											
Stanley		\$72,604		\$0		\$111,606		\$0											
Housing and Community Services		\$50,000		\$118,593		\$78,593		\$78,500											
- Housing First Project Coordinator		\$50,000		\$68,593		\$78,593		\$0											
- Job Training		\$0		\$50,000		\$0		\$0											
Women's Services		\$275,000		\$275,000		\$275,000		\$250,000											
- Catholic Charities, Inc. - Harbor House		\$125,125		\$110,000		\$105,036		\$0											
- StepStone, Inc. Counseling and Support Groups		\$0		\$26,000		\$26,000		\$0											
- YWCA of Wichita - Women's Crisis Center/Safehouse		\$149,875		\$139,000		\$143,964		\$0											
Youth Crime Prevention and Enrichment		\$174,220		\$125,000		\$125,000		\$125,000											
- YMCA - Middle School After School		\$104,253		\$104,000		\$101,907		\$0											
- BBBS Leaders, Achievers, and Winners (LAW) Camp		\$0		\$0		\$0		\$0											
- Boys & Girls Clubs		\$25,000		\$0		\$0		\$0											
- Hope Street		\$0		\$0		\$0		\$0											
- Rainbows United		\$38,472		\$21,000		\$23,093		\$0											
- Urban League		\$0		\$0		\$0		\$0											
- Wichita Dream Center		\$6,495		\$0		\$0		\$0											
Training and Employment		\$199,364	**	\$139,095	**	\$188,177		\$225,000											
Amount from Annual Allocation		\$100,000		\$139,095		\$146,650		\$0											
Amount from Prior Year Unallocated		\$99,364		\$0		\$41,527	*	\$0											
- The Way to Work Youth Employment		\$0		\$0		\$146,650		\$0											
- Saint Mark United Methodist - Life in Action		\$0		\$0		\$0		\$0											
- YMCA - Job Prep		\$199,364		\$0		\$41,527	*	\$0											
Total - Public Services		\$1,031,716	**	\$989,445	**	\$1,095,396	**	\$1,063,500		\$0									
* From prior year unallocated funds																			
** This total includes unallocated funds																			
COMMUNITY DEVELOPMENT BLOCK GRANT																			
Program Administration - CAP is 20% of annual allocation																			
Housing and Community Services																			
- CDBG Indirect Costs		\$446,480		\$414,993		\$464,511		\$463,375											
- CDBG Program Management Total Allocation		\$118,660		\$54,993		\$59,511		\$0											
- Fair Housing Initiatives		\$322,820		\$355,000		\$400,000		\$0											
- Fair Housing Initiatives		\$5,000		\$5,000		\$5,000		\$0											
Planning Department		\$25,000		\$25,000		\$25,000		\$25,000											
- Mandated Consolidated Plan Activities																			
Total - Planning and Admin.		\$471,480		\$439,993		\$489,511		\$488,375		\$0									
UNALLOCATED TOTAL																			
ANNUAL ALLOCATION - CDBG																			
GRAND TOTAL - CDBG																			

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, Feb 4, 2014																				
HOME INVESTMENT PARTNERSHIPS PROGRAM																				
HOME Activities																				
		2011-12 COUNCIL ALLOCATION		2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 PRELIMINARY RECOMMENDATION		2014-15 COUNCIL ALLOCATION										
HOME Investment Partnerships Administration		\$148,563		\$107,518		\$104,740		\$107,565												
HOME Indirect Costs		\$11,959		\$15,010		\$18,050		\$15,226												
HOME Operating Funds for CHDO's		\$50,000		\$50,000		\$50,000		\$50,000												
Operating Funds-Power CDC																				
Operating Funds-MHRS																				
HOMEownership 80 Program		\$647,001		\$429,286		\$383,014		\$310,115												
Boarded-up House Program		\$200,000		\$100,000		\$100,000		\$125,000												
Housing Development Loan Program		\$247,706		\$235,000		\$147,637		\$250,000												
Deferred Loan Program		\$0		\$0		\$157,506		\$70,000												
Total HOME Projects		\$1,305,229		\$936,814		\$960,947		\$927,906		\$0										
HOME INVESTMENT PARTNERSHIPS PROGRAM																				
CHDO Set Aside Projects																				
		2011-12 COUNCIL ALLOCATION		2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 PRELIMINARY RECOMMENDATION		2014-15 COUNCIL ALLOCATION										
CHDO Set Aside - Total Allocation		\$339,049	*	\$288,461		\$266,959		\$300,000												
Amount from Annual Allocation		\$300,000		\$288,461				\$0												
Amount from Prior Year Unallocated		\$39,049		\$0				\$0												
Mennonite Housing Rehab Services (MHRS)		\$176,144		\$149,270		\$175,000		\$0												
- Single Family Home Development																				
Power CDC		\$162,905		\$130,730		\$91,959		\$0												
- Single Family Home Development																				
Universal Design		\$0		\$8,461		\$0		\$0												
Unallocated CHDO Set Aside Funding		\$0		\$0		\$0		\$0												
Total CHDO Set Aside Projects		\$339,049	*	\$288,461		\$266,959		\$300,000		\$0										
Subtotal - HOME & CHDO Set Aside Projects																				
*This amount includes \$39,049.22 re-allocated from prior year unspent CHDO funds																				
UNALLOCATED TOTAL		\$39,049	*	\$0				\$0		\$0										
ANNUAL ALLOCATION - HOME		\$1,605,229		\$1,225,275		\$1,227,906		\$0		\$0										
GRAND TOTAL - HOME		\$1,644,278		\$1,225,275		\$1,227,906		\$1,227,906		\$0										

2014-2015 CONSOLIDATED PLAN PRELIMINARY ALLOCATION RECOMMENDATIONS, Feb 4, 2014																			
EMERGENCY SHELTER GRANT										2011-2012 COUNCIL ALLOCATION									
Emergency Shelter Grant - Final Allocation										\$124,982	\$0	\$0	\$0	\$0					
Essential Services - Maximum Allocation (30%)										\$32,286	\$0	\$0	\$0	\$0					
- Catholic Charities - Anthony Family Shelter										\$6,277	\$0	\$0	\$0	\$0					
- Inter-Faith Ministries - Inter-Faith Inn										\$869	\$0	\$0	\$0	\$0					
- Inter-Faith Ministries - Safe Haven										\$0	\$0	\$0	\$0	\$0					
- Salvation Army - Emergency Lodge										\$0	\$0	\$0	\$0	\$0					
- United Methodist Open Door										\$25,140	\$0	\$0	\$0	\$0					
Maintenance and Operations										\$66,591	\$0	\$0	\$0	\$0					
- Catholic Charities - Anthony Family Shelter										\$18,457	\$0	\$0	\$0	\$0					
- Catholic Charities - Harbor House										\$8,870	\$0	\$0	\$0	\$0					
- Inter-Faith Ministries - Inter-Faith Inn										\$19,451	\$0	\$0	\$0	\$0					
- Inter-Faith Ministries - Safe Haven										\$0	\$0	\$0	\$0	\$0					
- Salvation Army - Emergency Lodge										\$16,246	\$0	\$0	\$0	\$0					
- YWCA - Women's Crisis Center										\$3,567	\$0	\$0	\$0	\$0					
Homeless Prevention - Maximum Allocation (30%)										\$20,000	\$0	\$0	\$0	\$0					
- Center of Hope - Rent Assistance										\$20,000	\$0	\$0	\$0	\$0					
Administration - Maximum Allocation (5%)										\$6,105	\$0	\$0	\$0	\$0					
- Housing & Community Services Department - ESG Administration										\$4,730	\$0	\$0	\$0	\$0					
- City Indirect Cost										\$1,375	\$0	\$0	\$0	\$0					
TOTAL EMERGENCY SHELTER GRANT										\$124,982	\$0	\$0	\$0	\$0					
*Includes \$29 unspent prior year funds																			
EMERGENCY SOLUTIONS GRANT										2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION					
Emergency Solutions Grant - Final Allocation										\$70,331	\$223,388	\$187,471	\$187,471	\$0					
Homeless Assistance Maximum Allocation (60%)										\$20,126	\$133,159	\$112,483	\$112,483	\$0					
Emergency Shelter												\$112,100	\$112,483	\$0					
Catholic Charities - Harbor House										\$15,125	\$15,000	\$12,600	\$0	\$0					
Catholic Charities - St. Anthony Family Shelter										\$0	\$25,000	\$21,000	\$0	\$0					
Inter-Faith Ministries - Inter-Faith Inn										\$0	\$21,500	\$18,100	\$0	\$0					
The Salvation Army - Homeless Services										\$0	\$25,000	\$21,000	\$0	\$0					
United Methodist Open Door - Homeless Resource Center										\$0	\$35,000	\$29,400	\$0	\$0					
YWCA Women's Crisis Center										\$5,001	\$11,659	\$10,000	\$0	\$0					
													\$0	\$0					
Homeless Prevention & Rapid Re-Housing										\$41,029	\$69,975	\$60,928	\$60,000	\$0					
Homelessness Prevention										\$24,629	\$28,535	\$15,232	\$0	\$0					
Center of Hope - Rent Assistance										\$24,629	\$28,535	\$15,232	\$0	\$0					
Rapid Re-Housing										\$16,400	\$41,440	\$45,696	\$0	\$0					
City of Wichita - Housing and Community Services										\$16,400	\$41,440	\$45,696	\$0	\$0					
Homeless Management Information System (HMIS)										\$635	\$3,500	\$383	\$928	\$0					
United Way of the Plains										\$635	\$3,500	\$383	\$0	\$0					
Administration - Maximum Allocation (7.5% of total Award)										\$8,541	\$16,754	\$14,060	\$14,060	\$0					
- Housing & Community Services Department - ESG Administration										\$5,026	\$11,169	\$9,373	\$0	\$0					
- City Indirect Cost										\$3,515	\$5,585	\$4,687	\$0	\$0					
TOTAL EMERGENCY SOLUTIONS GRANT										\$70,331	\$223,388	\$187,471	\$187,471	\$0					
GRAND TOTAL										\$195,313	\$223,388	\$187,471	\$187,471	\$0					

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 8-20-13									
ESG PROJECTS									
	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 COUNCIL ALLOCATION			
RFP	Emergency Shelter Grant - Final Allocation	\$125,133	\$124,982	\$0	\$0	\$0			
	Essential Services - Maximum Allocation (30%)	\$37,540	\$32,286	\$0	\$0	\$0			
	- Catholic Charities - Anthony Family Shelter	\$6,238	\$6,277	\$0	\$0	\$0			
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$869	\$0	\$0	\$0			
	- Inter-Faith Ministries - Safe Haven	\$1,046	\$0	\$0	\$0	\$0			
	- Salvation Army - Emergency Lodge	\$0	\$0	\$0	\$0	\$0			
	- United Methodist Open Door	\$30,256	\$25,140	\$0	\$0	\$0			
RFP	Maintenance and Operations	\$81,463	\$66,591	\$0	\$0	\$0			
	- Catholic Charities - Anthony Family Shelter	\$23,530	\$18,457	\$0	\$0	\$0			
	- Catholic Charities - Harbor House	\$10,678	\$8,870	\$0	\$0	\$0			
	- Inter-Faith Ministries - Inter-Faith Inn	\$23,410	\$19,451	\$0	\$0	\$0			
	- Inter-Faith Ministries - Safe Haven	\$0	\$0	\$0	\$0	\$0			
	- Salvation Army - Emergency Lodge	\$19,552	\$16,246	\$0	\$0	\$0			
	- YWCA - Women's Crisis Center	\$4,293	\$3,567	\$0	\$0	\$0			
RFP	Homeless Prevention - Maximum Allocation (30%)	\$0	\$20,000	\$0	\$0	\$0			
	- Center of Hope - Rent Assistance	\$0	\$20,000	\$0	\$0	\$0			
	Administration - Maximum Allocation (5%)	\$6,130	\$6,105	\$0	\$0	\$0			
	- Housing & Community Services Department - ESG Administration	\$6,130	\$4,730	\$0	\$0	\$0			
	- City Indirect Cost	\$0	\$1,375	\$0	\$0	\$0			
	TOTAL EMERGENCY SHELTER GRANT	\$125,133	\$124,982	\$0	\$0	\$0			
	*Includes \$29 unspent prior year funds								
PO #	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION			
RFP	Emergency Solutions Grant - Final Allocation	\$0	\$70,331	\$223,388	\$187,471	\$187,471			
	Homeless Assistance Maximum Allocation (60%)	\$0	\$20,126	\$133,159	\$112,483	\$112,483			
	Emergency Shelter				TBD	\$112,100			
	PO340709 Catholic Charities - Harbor House	\$0	\$15,125	\$15,000	\$0	\$12,600			
	PO340710 Catholic Charities - St. Anthony Family Shelter	\$0	\$0	\$25,000	\$0	\$21,000			
	PO340711 Inter-Faith Ministries - Inter-Faith Inn	\$0	\$0	\$21,500	\$0	\$18,100			
	The Salvation Army - Homeless Services	\$0	\$0	\$25,000	\$0	\$21,000			
	PO340713 United Methodist Open Door - Homeless Resource Center	\$0	\$0	\$35,000	\$0	\$29,400			
	PO340712 YWCA Women's Crisis Center	\$0	\$5,001	\$11,659	\$0	\$10,000			
	Homeless Prevention & Rapid Re-Housing		\$41,029	\$69,975	\$60,928	\$60,928			
	Homelessness Prevention	\$0	\$24,629	\$43,535	TBD	TBD			
	PO340728 Center of Hope - Rent Assistance	\$0	\$24,629	\$43,535					
	Rapid Re-Housing	\$0	\$16,400	\$26,440	TBD	TBD			
	City of Wichita - Housing and Community Services	\$0	\$16,400	\$26,440					
Homeless Management Information System (HMIS)	\$0	\$635	\$3,500	TBD	\$383				
United Way of the Plains	\$0	\$635	\$3,500		\$383				
Administration - Maximum Allocation (7.5% of total Award)	\$0	\$8,541	\$16,754	\$14,060	\$14,060				
- Housing & Community Services Department - ESG Administration		\$5,026	\$11,169	\$9,373	\$9,373				
- City Indirect Cost		\$3,515	\$5,585	\$4,687	\$4,687				
TOTAL EMERGENCY SOLUTIONS GRANT		\$0	\$70,331	\$223,388	\$187,471	\$187,471			
GRAND TOTAL		\$125,133	\$195,313	\$223,388	\$187,471	\$187,471			

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: Improvements to Parking Garage at 215 South Market (District 1)

INITIATED BY: Department Public Works & Utilities

AGENDA: New Business

Recommendation: It is recommended that the City Council approve the project initiation for improvement work, approve the funding, approve the proposal for engineering services, and adopt the bonding resolution.

Background: The City of Wichita assumed exclusive control of the parking garage at 215 South Market in 2012, and the district court subsequently terminated the leasehold interest of Main & Market, LLC of Chicago, IL, the former tenant, for tax and building code issues. That judgment also placed a lien on all other properties owned by the same company in Sedgwick County, which included the High Touch building at 110 South Main. On November 19, 2013, the City Council approved a release of that judgment lien at the same time it approved a Letter of Intent to issue industrial revenue bonds to finance the acquisition of 110 South Main by High Touch Technologies, so that High Touch could have a clear title on its property.

The parking garage was designed and built in the late 1960's for the Macy's Corporation and has a capacity for 550 vehicles with connecting skywalks to two adjacent high rise structures. The steel reinforced, cast in place concrete structure has fallen into disrepair over the last decade and was closed by the Metropolitan Area Building & Construction Department in May 2012 upon recommendation of two structural engineering firms due to deterioration of key structural components. Prior to its closing, the garage was well utilized by a number of downtown businesses for staff parking as well as general parking for the public.

Analysis: The garage holds a key position for continued economic improvements to downtown Wichita due to its strategic location for business, residential and leisure activities as cited by the Wichita Downtown Development Corporation and the City's Urban Development Office. Although the garage is entering its fourth decade of use, proper improvements and maintenance can ensure several decades of continued use. Given the recent acquisition, it is the City of Wichita's intent to improve the garage under a negotiated design-competitive bid approach. This approach would hasten the immediate stabilization of the structure allowing the adjacent streets to be reopened for full traffic use and, in turn, begin the structural improvements from the ground level upwards. Improvement costs and phasing information are as follows:

- Estimate for Phase 1 work to stabilize and improve the structure to allow parking for approximately 110 vehicles: \$5,400,000.
- Alternate to Phase 1 estimate to stabilize and improve the structure to allow parking for approximately 240 vehicles: \$6,850,000.
- The estimated cost for stabilization and improvements to the entire structure to allow parking for approximately 550 vehicles: \$9,685,000.

Staff has estimated the cost to demolish the structure to a bare ground condition with no subsequent improvements at \$5,350,000. Because of available funds, staff recommends proceeding with the Alternate Plan. This would cost \$6,850,000 and would provide about 240 parking spaces in a safer, stabilized structure.

Since closure of the structure in 2012, the City has been working with the previous owner's structural engineer, Krudwig & Associates. In 2009, Krudwig & Associates prepared detailed documents for the complete improvement of the structure, but the project has not been released for bids. Subsequent consultations with Krudwig & Associates have yielded the estimated improvement costs under a phased implementation of work as listed above. Krudwig & Associates can complete the necessary documents for bidding the improvement work in six weeks, which would allow the streets to be reopened and improvements to be undertaken in the shortest time possible. The consulting design fees are less than three percent of the expected improvement costs and the Purchasing Department has been consulted regarding retaining services based on the unique circumstances related to this project. The project would be managed by the Public Works & Utilities Department.

Financial Considerations: The City currently has funds available from three sources that could be combined to fund the garage improvements. The 2011-2020 Adopted Capital Improvement Program includes \$2,682,000 in General Obligation (GO) at-large funding budgeted for Downtown Parking Improvements. In addition, the City has a Garage Reserve Fund with a balance of \$768,000 derived from past rent payments.

To fund the balance of the improvement costs, staff recommends shifting \$3.4 million from a GO at-large budgeted Century II improvement project included in the 2011-2020 Adopted CIP. The shift will result in making funding available for a Century II roof replacement in the Transient Guest Tax Fund, instead of through GO bonds. Moving the roof replacement to Transient Guest Tax funding is possible by delaying improvements to Kennedy Plaza, pending further studies of the convention center.

Improvements to Parking Garage at 215 S. Market	
<u>Sources of Funds</u>	
Downtown Parking Project	\$2,682,000
Garage Reserve Fund	\$768,000
Shift Century II from GO at-large to Guest Tax	\$3,400,000
Total Sources of Funds	<u>\$6,850,000</u>
<u>Use of Funds</u>	
Improve per Alternate Recommendation #1 (240 Spaces)	\$6,850,000
Total Uses of Funds	<u>\$6,850,000</u>

Legal Considerations: The Law Department has reviewed and approved the resolution and agreement as to form.

Recommendation/Action: It is recommended that the City Council initiate the project using the Phase 1 Alternate as the basis for the work, approve the funding, approve the retention of Krudwig & Associates as the consulting design engineer, adopt the bonding resolution, and authorize the necessary signatures.

Attachments: Bonding resolution and agreement with Krudwig & Associates.

Published in the Wichita Eagle on January 7, 2014

RESOLUTION NO. 14-048

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA, KANSAS FOR THE REPAIRS TO THE PARKING GARAGE LOCATED AT 215 S MARKET.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, and equipment for the repair and stabilization of a nine level parking structure located at 215 S Market, Wichita, KS. Repair and stabilization including current design plans, engineering consultation, and repair/stabilization of approximately 240 parking spaces, known as Alternate Phase I.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of K.S.A. 12-1736 and City of Wichita Charter Ordinance No. 156. The total cost is estimated at \$6,850,000 exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized K.S.A. 12-1736 and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 4th day of February, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW



January 23, 2014

City of Wichita
Public Works and Utilities
455 N. Main Street – 8th Floor
Wichita, Kansas 67202

Attention: Rick Stubbs
Program Manager (Interim)

Subject: **PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES**
Project Name: **Market Street Parking Garage Restoration**
Project Location: **Wichita, Kansas**
Proposal Number: **KA14B08.05.03**

PROJECT DESCRIPTION:

The services listed in this proposal are intended to provide the structural engineering services requested for the above listed project. This project involves the structural consulting for an existing 9 story cast-in-place reinforced concrete parking garage. The existing structure is in need of structural concrete repair due to the age and the harsh external environment of the exposed structural elements. *The following scope of services and associated fee is for the Alternate to Phase 1 estimate to stabilize and repair the structure to allow parking for approximately 240 vehicles.*

SCOPE OF SERVICES:

The proposed scope of services for this project will be performed by a licensed Professional Engineer registered in the State of Kansas. Special inspections as required by code and/or by local government are not included in the following scope of services.

Condition Survey, Design, Bid Document and Construction Document Services:

- 1.) Provide on-site condition surveys to collect existing data and to visually evaluate the structural integrity of the visually exposed existing framing of concern.
- 2.) Guide the services of and interpret the testing results from material testing of the existing concrete elements of concern. This testing service can provide valuable information about the location of embedded reinforcing steel, concrete strength, pH levels, depth of carbonation and chloride content of the existing deteriorated concrete of concern. This information is valuable in determining the level of deterioration present and the potential for continued deterioration based upon the existing concrete condition. The cost of the testing for this item is included in the fee in the COMPENSATION FOR SERVICES section listed below.
- 3.) Provide the shoring design and shoring plans for the temporary shoring required to be installed prior to the streets and sidewalks surrounding the existing garage to be opened up to the public.
- 4.) Perform a structural engineering analysis of the deteriorated items of concern listed above and determine an economical method of repair to restore the deteriorated areas to an acceptable level of in-service performance. Structural designs will be per the Building Code of the project location. The repairs will be shown and detailed on a set of construction drawings as identified below.

- 5.) Provide electronic pdf bid drawings, electronic pdf construction drawings and wet signed and sealed permit drawings for the repairs of the items of concern listed above including a plan location of the repairs and details identifying the types of repairs required, locations of repairs and corresponding repair materials. These drawings can be a valuable resource if used for pricing, contractor selection, permitting, to identify a scope of repairs for your selected contractor, quality control and as a record of repairs. Based upon our knowledge of local jurisdictional requirements, this project will require a permit and these drawings are required for a licensed contractor to obtain the required permit.
- 6.) Determine Owner's specific project contract requirements. This item is for coordinating the contractor's water source, electricity source, restroom source, parking and work hours. The use of a written questionnaire is anticipated to help coordinate this information.
- 7.) Provide an electronic pdf Project Manual for bidding use and wet signed and sealed Project Manuals for permitting use. The Project Manual is anticipated to include the following sections; bid documents, general contract documents and technical section documents.
- 8.) Provide attendance at one mandatory pre-bid meeting to present and discuss the project with the qualified bidding contractors.
- 9.) Provide bid review services to qualify and tabulate bids and provide comments as to any bid errors or omissions observed.

COMPENSATION FOR SERVICES:

Krudwig Structural Engineers, Inc. will provide the services listed above for a fee of \$223,450.00 (Two Hundred Twenty Three Thousand Four Hundred Fifty Dollars).

Any additional services requested beyond the scope of this proposal shall be approved in writing and will be invoiced on an hourly rate and incurred expenses basis as follows:

Hourly Rate Schedule:

<u>Employee</u>	<u>Hourly Rate</u>
Professional Engineer	\$165.00
CADD Technician	\$95.00
Administrative Assistant	\$50.00

Expense Rate Schedule:

<u>Description</u>	<u>Expense Rate</u>
mileage	\$0.65 per mile
all other expenses	at cost

For additional services requested, the time of travel to and from the office to the project site, meeting location or for any other service requested shall be included in the time worked on the project. After-hours, holiday and weekend rates for hourly service shall use a multiplication factor of 2.0.

INVOICING SCHEDULE:

One invoice in the amount of \$55,862.50.00 will be issued upon commencement of the project.

One invoice in the amount of \$111,725.00 will be issued upon 50% completion of the bid documents.

One invoice in the amount of \$55,862.50.00 will be issued upon submittal of the bid documents.

All invoices will be due within 30 days of receipt.

PROJECT SCHEDULE:

Krudwig Structural Engineers, Inc. is prepared to begin the services after receipt of written authorization. It is my understanding that it is the intent of the project to have the restoration completed in 2014.

AUTHORIZATION:

To authorize these services, please execute the attached Agreement on the next page by completing Section 4 and return the 1 page Agreement by email to jkrudwig@krudwig.com or by mail.

I appreciate this opportunity to provide this proposal for the structural engineering services requested for this project. If you have any questions concerning this proposal or if I can serve you in any other way, please feel free to contact me. I look forward to working with you on this project.

Sincerely,



John A. Krudwig, P.E.

Structural Engineer – Kansas P.E. 16036, Kansas Certificate of Authorization E-1192

- ACI – American Concrete Institute Kansas Chapter Board of Directors Member
- ICRI – International Concrete Repair Institute Great Plains Chapter Board of Directors Member and Past President

AGREEMENT

Krudwig Structural Engineers, Inc. (hereinafter referred to as CONSULTANT) is pleased to provide the services listed below for City of Wichita, Kansas (hereinafter referred to as CLIENT). The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization to proceed and for payment.

1. General Information:

- A. Proposal Number: **KA14B08.05.03**
- B. Proposal Date: **January 23, 2014**
- C. Project Name: **Market Street Parking Garage Restoration**

2. Scope of Services and Understanding of Project:

- A. As stated in the Proposal referenced in items 1A and 1B above.

3. Agreement Documents. The following documents are part of this Agreement and are incorporated herein by referral:

- A. General Conditions (included on pages 5 and 6)
- B. Proposal referenced in items 1A and 1B above.
- C. Plans, Reports, Specifications and other documents provided by CLIENT prior to the Proposal date listed above.
- D. Other exhibits marked and described as follows: _____

In the event of any inconsistency or conflict among the Agreement Documents, the provision in the Agreement Document first listed above shall govern.

4. Authorization to proceed and for payment. (To be completed by CLIENT)

For Payment of Services, invoice to:

Firm: _____

Attention: _____ Title: _____ Telephone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

The undersigned hereby accepts all terms and conditions set forth in this Agreement and warrants that he/she has full authority to bind CLIENT.

Accepted this _____ day of _____ 20____.

Signature of Authorized CLIENT Representative

Print Name

Title

John A. Krudwig

Signature of Authorized CONSULTANT Representative

John A. Krudwig

Print Name

Structural Engineer

Title

RETURN ONE (1) EXECUTED COPY TO

Krudwig Structural Engineers, Inc.
11263 Strang Line Road • Lenexa • Kansas • 66215
Phone: (913) 660-0584 • www.krudwig.com

Page 4 of 6 – Proposal Number: KA14B08.05.03

Approved as to Form:

By: Mary E. Reber

GENERAL CONDITIONS

1. PARTIES AND RESPONSIBILITIES: CONSULTANT has the responsibility for providing the services described under the Scope of Services section of the Proposal. The services shall be performed according to the Standard of Care provision listed below and shall be completed in a timely manner. The party authorizing CONSULTANT's services is responsible for providing CONSULTANT with a clear understanding of the project nature and intended scope. CLIENT shall also communicate changes in the nature and intended scope of the project as soon as possible to CONSULTANT during performance of CONSULTANT's services so that the changes can be incorporated into the Contract Documents. CONSULTANT's work is for the exclusive use of CLIENT. In no event shall CONSULTANT have any duty or obligation to any third party greater than that set forth in this Agreement. The authorizing of services from CONSULTANT shall constitute acceptance of the terms of CONSULTANT's proposal and these General Conditions.

2. STANDARD OF CARE: In performing its professional services, CONSULTANT will use the degree of care and skill ordinarily exercised under similar circumstances by members of CONSULTANT's profession practicing in the locality of the project. No other warranty, expressed or implied, is made. CLIENT recognizes that structural conditions may vary from those observed at locations at the project site where investigations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT at the time of service. CONSULTANT shall not be responsible for other parties' interpretations or use of the information developed.

3. SCHEDULE DELAY: CONSULTANT shall not be in breach of this Contract nor liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of CONSULTANT. If CONSULTANT is required to delay commencement of the services, or if, upon embarking upon its services, CONSULTANT is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by CLIENT, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of CONSULTANT, additional charges will be applicable and payable by CLIENT.

4. ACCESS TO PROJECT SITE: CLIENT will arrange for right-of-entry to the project site for all personnel necessary for CONSULTANT to perform the services set forth in this Agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. CONSULTANT will take reasonable precautions to minimize damage to the project site, but it is understood by CLIENT that, in the normal course of services, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

5. UNANTICIPATED CONDITIONS: CLIENT agrees to advise CONSULTANT of all known conditions existing on or near the project site that present a potential danger to health, safety or the environment. Should CONSULTANT encounter conditions on or near any project site which were not reasonably anticipated and/or which increase the risk involved in CONSULTANT's performance of the services, upon notice to CLIENT, CONSULTANT, in its sole discretion, may (i) continue to perform the services to completion, (ii) suspend activities and prepare a Change Order Request prior to proceeding with services or (iii) terminate all services. Such termination shall not be a breach of this Contract by CONSULTANT. In such event, CLIENT agrees to notify the appropriate federal, state or local agencies, as required by law, and otherwise to disclose in a timely manner any information that may be necessary to ensure project site safety and to prevent damage to health and/or the environment. CLIENT acknowledges that CONSULTANT may be required to provide such notice or to make such disclosures if CLIENT fails to do so and agrees to hold CONSULTANT harmless therefore.

6. INDIRECT DAMAGES: CONSULTANT shall not be responsible to CLIENT or to any third party for any economic, consequential or incidental damages (including but not limited to; loss of use, income, profits, financing or reputation) arising out of or relating to this Agreement or the performance of the services.

7. CONTRACT DOCUMENTS: CONSULTANT will furnish CLIENT with the agreed upon number of Contract Documents. Contract Documents shall refer to work product(s) produced by CONSULTANT. All field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CLIENT upon completion or termination of the services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CLIENT. CONSULTANT may retain copies of any or all Contract Documents and CLIENT-provided documents.

8. OPINIONS OF COST: If included in the Scope of Services, CONSULTANT will provide opinions of cost of construction based upon CONSULTANT's experience on similar projects. However, such opinions are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance by CONSULTANT in writing. CLIENT understands the actual cost of construction depends on many factors beyond CONSULTANT's control and may vary significantly from CONSULTANT's opinion.

9. BILLING AND PAYMENT TERMS: CLIENT will be invoiced by CONSULTANT per the Invoicing Schedule outlined in the Proposal. CLIENT agrees to pay each invoice within thirty (30) calendar days from the date printed on the invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify CONSULTANT in writing within fifteen (15) calendar days from the date printed on the invoice, state reasons for the objection, and pay that portion of the invoice not in dispute. Failure of CLIENT to provide such written notice within the allowed 15-day period shall be deemed to be a waiver of all objections to that invoice. CONSULTANT may suspend, without notice, any and all services if payment of any invoiced amount not reasonably in dispute is not received by CONSULTANT within thirty (30) calendar days from the date printed on the invoice and shall constitute a release of CONSULTANT from any and all claims which CLIENT may have, either in tort or contract, and whether known or unknown at the time.

10. ASSIGNMENT: This Agreement may not be assigned by either party without the prior written permission of the other. CLIENT acknowledges that CONSULTANT may subcontract portions of the services in performing the Scope of Services without the approval of CLIENT.

GENERAL CONDITIONS - CONTINUED

11. TERMINATION: This Agreement may be terminated without cause by either party upon fourteen (14) calendar days prior written notice. In the event of termination, CONSULTANT shall be compensated by CLIENT for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place CONSULTANT's files in order and/or protect its professional reputation. Upon termination of this Agreement, CONSULTANT shall have no further liability to CLIENT for any unperformed services under this Agreement.

12. DISPUTE RESOLUTION: All claims, disputes and other matters in controversy between CONSULTANT and CLIENT arising out of or in any way related to this Agreement will be submitted to "Alternative Dispute Resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then (i) the claim will be brought and tried within the state courts of Kansas located in Sedgwick County, Kansas and CLIENT waives the right to remove the action to any other county or judicial jurisdiction.

13. SURVIVAL: In the event any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.

14. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Kansas. Each of the parties acknowledges that it has had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one party as drafter.

15. NON-DISCRIMINATION: The terms as stated in the attached Exhibit A shall apply to this contract agreement.

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: Kansas Aviation Museum Building Improvement Project (District III)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Approve the project initiation, the application for historic tax credits, and Memorandum of Understanding with the Kansas Aviation Museum and adopt the bonding resolution.

Background: In 1990, the Old Wichita Municipal Air Terminal Building was transferred from the US Government General Services Administration to the City of Wichita. Subsequently, the City of Wichita and the Kansas Aviation Museum (KAM) entered into a 30-year lease. That lease has six available 10-year renewal periods. The building is currently being used as part of the museum. The old terminal building opened initially in 1935, and served as the Wichita Airport terminal until 1954. At that time, the United States Air Force began utilizing the building as part of McConnell Air Force Base. The building was abandoned by the Air Force in 1984. In 1990, based on its art-deco style of the 1930s, it was listed on the National Register of Historic Places.

Analysis: The Kansas Aviation Museum has been diligently improving the terminal building for over 20 years. On November 6, 2007, as part of a \$3 million plan for improvements at Cultural Facilities, the City Council approved an allocation of \$1 million for improvements at the museum. On March 24, 2009, the City Council approved a \$42,350 design contract with LawKingdon Architecture to design renovations to the museum building. The project primarily consists of building infrastructure rehabilitation, including HVAC and elevator system updates. The total cost of the construction for the project is estimated at \$1.8 million.

The project design has been completed (subject to minor modifications) and approved by the Kansas State Historic Preservation Officer. As a historic building, the project is eligible for State Historic Tax Credits. As the building owner and project manager, the City of Wichita is eligible to apply for the tax credits. These credits can be converted to cash by being sold to taxable entities. The City will apply for applicable tax credits for the improvements made to the facility and utilize revenue from the sale of the tax credits for future improvements to KAM.

The KAM has raised half of the amount, and will remit \$900,000 to the City of Wichita as matching funds for the project. The project will be managed by the Public Works and Utilities Department.

Financial Considerations: Funding for the City of Wichita portion of the project costs was included originally in the 2007-2016 Adopted CIP and approved by the City Council on November 6, 2007. Total construction costs are estimated at \$1.8 million. One half of total project costs (estimated at \$900,000) will be funded by GO at-large bonds and the other half will be funded by a cash contribution by the Kansas Aviation Museum.

Legal Considerations: The Memorandum of Understanding has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council initiate the project for building improvements at the Kansas Aviation Museum, adopt the bonding resolution, approve the Memorandum of Understanding with the Kansas Aviation Museum and authorize staff to apply for applicable tax credits for the project.

Attachments: MOU and Bonding Resolution.

RESOLUTION NO. 14-049

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Renovations to the Old Wichita Municipal Air Terminal building operated as the Kansas Aviation Museum, including building infrastructure, rehabilitation, HVAC and elevator system upgrades

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$1.8 million in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, (the MOU) is entered into this ____ day of December 2013, between **KANSAS AVIATION MUSEUM**, a Kansas Not-for-Profit Corporation (KAM), whose mailing address is 3350 S. George Washington Blvd., Wichita, Kansas 67210, and the **CITY OF WICHITA**, a Kansas Municipal Corporation (City), to memorialize the agreement of the parties concerning the rehabilitation of the structure located at 3350 S. George Washington Blvd adjacent to McConnell AFB and listed on the National Register of Historic Places under the name **Administration Building** (Building One), also known as the Old Wichita Municipal Air Terminal Building (OWMATB).

Recitals

WHEREAS, KAM was founded to provide a museum with a collection of significant and one-of-a-kind aircraft and aircraft engines as archival materials and the Kansas Aviation Hall of Fame;

AND, WHEREAS the parties agree that the Old Wichita Municipal Air Terminal Building is an historic structure in need of repair and rehabilitation;

AND, WHEREAS it is the intent of the City and of the KAM to work in cooperation and as a public - private partnership to help each other in the rehabilitation of the Old Wichita Municipal Air Terminal Building;

AND, WHEREAS the City has already contracted with a licensed architect to design improvements to the Old Wichita Municipal Air Terminal Building and those designs are complete;

AND, WHEREAS KAM has completed fundraising for a portion of the cost of renovations;

Agreement

NOW, THEREFORE, for these reasons and in consideration of the conditions, covenants and agreements set forth below, the parties to this agreement do agree as follows:

- 1. Relationship Between the Parties.** The parties agree that their relationship is as

between two separate and independent entities. This is not a joint venture, partnership, employer/employee or principal/agent relationship.

2. **Scope of Agreement.** The City of Wichita shall complete major renovations to the structure including HVAC improvements, ADA compliant restrooms and elevator system improvements. Such rehabilitation shall comply with the applicable requirements of the City, State and Federal law regarding rehabilitation of buildings on the National Register of Historic Places, including applicable provisions of the Secretary of the Interior's Guidelines for historic rehabilitation. All rehabilitation measures shall be reviewed and approved by applicable and necessary bodies having jurisdiction over buildings on the National Register, after approval by the parties to this Agreement.
3. **Project Financing.** The parties agree that one half of total project costs, up to a maximum of \$900,000, will be funded by the City of Wichita. The other one half of project cost will be funded by the Kansas Aviation Museum.

City of Wichita's Responsibilities

The City will:

- a. The City shall solicit bids for improvements to the OWMATB and manage the construction project.
- b. The City shall coordinate with KAM regarding construction phases and timing so that KAM can seal off spaces ahead of construction.
- c. The City shall provide to KAM for approval all plans, drawings and other documentation for rehabilitation.
- d. The City shall obtain all necessary building permits and inspections of each phase prior to commencement of construction.
- e. The City shall allow KAM the right to review all financial statements, bills, invoices and receipts regarding the rehabilitation of the structure.
- f. The City shall coordinate final inspection of the site with the Kansas State Historic Society (KSHS).

KAM's Responsibilities

KAM will:

- a. KAM will provide funds in the amount of \$500,000 at the initiation of the project.
- b. KAM will provide access to the OTMATB to architects, construction crews, and inspectors.
- c. KAM will move collections and seal off spaces to protect collections and artifacts ahead of construction.
- d. When the project is completed, KAM contributions will be trued up to equal one half of total project costs.

3. **Governing Law.** The parties agree that the law of the State of Kansas shall govern this Agreement, and that any suit or cause of action by either party against the other shall be filed in the Eighteenth Judicial District Court, Sedgwick County, Kansas.
4. **Indemnification.** The parties each agree to indemnify and hold harmless the other, its governing board, officers, agents and employees against any and all claims, damage, liability, injury, expense, demands, causes of action, judgments including court costs and attorneys' fees, arising out of or resulting from the negligence or intentional acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of the parties and their officers, agents or employees, each shall be responsible for its proportionate share of claimant's damages under the law of the State of Kansas, **PROVIDED, HOWEVER** that such indemnification shall not be required to the extent that the City has a defense against or limitation of its liability under the Kansas Tort Claims Act.
5. **Assignment.** The parties agree that this MOU may be assigned with the prior approval of both parties hereto, but not otherwise, and that such assignment shall relieve assigning party of all responsibility and liability hereunder for future acts pursuant hereto.
6. **Complete Agreement.** The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representations, oral or written, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered or enlarged except in a writing signed by the duly authorized representatives of the parties hereto, their successors or assigns.

7. **Agreement Binding.** The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto.
8. **Term.** The term of this MOU shall be from three (3) years from and after the date of the parties' execution of same. Either party may terminate this MOU for cause by providing thirty (30) days' written notice to the respective party.
9. **Notices.** All notices with respect to this MOU shall be given by first-class mail or hand-delivery to the parties as follows:

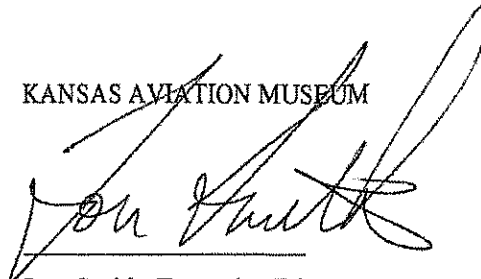
<u>City</u>	<u>KAM</u>
Robert L. Layton	Lon Smith
City Manager	Executive Director
City Hall- 13th Floor	3350 S. George Washington. Blvd.
455 N Main	Wichita, Kansas 67210
Wichita, Kansas 67202	

10. **Severability.** If any term, provision, covenant or condition of this MOU is ruled invalid, void or unenforceable by a court of competent jurisdiction, this MOU will nevertheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions hereof.
11. **Scope of Agreement.** The City proposes and agrees to complete the rehabilitation work as set forth in this Agreement. Such renovation shall comply with the requirements of City, State and Federal law regarding rehabilitation of buildings on the National Register of Historic Places, including the Secretary of the Interior's Standards for Rehabilitation.
12. **Disposition of Improvements to Structure and Use of Structure.** All permanent improvements, alterations, rehabilitative changes and appliances shall be and remain the property of the City of Wichita upon ratification of this MOU or completion of rehabilitation of the structure.

CITY OF WICHITA

KANSAS AVIATION MUSEUM

Carl Brewer, Mayor



Lon Smith, Executive Director

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL FEBRUARY 4, 2014**

- a. Water Distribution System to serve Courtyards at Auburn Hills Addition (north of Kellogg, west of 135th Street West) (448-90616/735500/470173) Does not affect existing traffic. (District IV) - \$86,000.00
- b. Lateral 63, Cowskin Interceptor Sewer to serve Courtyards at Auburn Hills Addition (north of Kellogg, west of 135th Street West) (468-84917/744362/480054) Does not affect existing traffic. (District IV) - \$289,000.00
- c. Fawnwood from the north line of Lot 11, Block A, north to the north line of the plat; Jayson from the west line of Fawnwood, west to the west line of the plat; Kennedy from the east line of Fawnwood, east to the east line of Lot 53, Block B; and Fawnwood Court from the west line of Fawnwood, west and north to and including the cul-de-sac and sidewalk on Fawnwood, Jayson and Kennedy to serve The Woods Addition (east of 151st Street West, north of Maple) (472-84948/766302/490320) Does not affect existing traffic. (District V) - \$305,000.00
- d. Water Distribution System to serve Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside) (448-90108/735501/470174) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$57,000.00
- e. 27th Street North from the west line of Lot 9, Block A, west to the west line of the plat, and on Woodridge from the north line of 27th Street North, north to the north line of Lot 34, Block D and on 27th Court North (Lots 13 through 21, Block A) from the south line of 27th Street North, south to and including the cul-de-sac, and on 27th Court North (Lots 35 through 50, Block D), from the north line of 27th Street North, north to and including the cul-de-sac and sidewalk on Woodridge and 27th Street North (south of 29th Street North, west of 127th Street East) to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (472-85047/766300/490318) Does not affect existing traffic. (District II) - \$346,000.00
- f. 2014 Contract Maintenance Street Repairs Phase 1 (north of 63rd Street South, east of 135th Street West) (472-85142/132727/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$246,400.00
- g. 2014 Condemned Sidewalk and Wheelchair Ramps (north of 63rd Street South, east of 151st Street West) (472-85147/132100/132100) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$163,360.00

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: Revised Paving Petition for Woods North Third Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and adopt the amending resolution.

Background: On May 8, 2012, the City Council approved a petition for paving improvements to serve Woods North Third Addition, south of 29th Street North, west of 127th Street East. Project construction was completed in November 2012. A review of the petition and resolution revealed a technical error which should be corrected.

Analysis: The fractional share of special assessments within the improvement district incorrectly listed Lot 34, Block D as being responsible for 274/100,000. This lot is actually responsible for 279/100,000. The remaining 91 lots included in the petition are unaffected by this change. The developer has submitted a revised petition to correct the error.

Financial Considerations: The total of the petition remains \$449,000 in special assessments as previously approved.

Legal Considerations: The Law Department has reviewed and approved the revised petition and amending resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the revised petition, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Revised petition and amending resolution.

RECEIVED

JAN 13 '14

CLERK OFFICE

PAVING PETITION

(Phase 1)

REVISED

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WOODS NORTH 3RD ADDITION

Lots 1 through 16, Block A
Lots 1 through 18, Block B
Lots 1 through 24, Block C
Lots 1 through 34, Block D

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed pavement on Woodridge from the south line of the plat, north to the south line of 27th St. N.; and on 27th St. N. from the west line of Lot 9, Block A, east to the east line of the plat.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That there be constructed pavement on Woodridge Ct. (Lots 1 through 7, Block A) from the west line of Woodridge west to and including the cul-de-sac, and on 27th Ct. N., (Lots 1 through 13, Block B) from the south line of 27th St. N. south to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on Woodridge and 27th St. N. according to plans and specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being Four Hundred Forty-Nine Thousand Dollars (\$449,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2012.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 3, Block A, WOODS NORTH 3RD ADDITION shall each pay 2,749/100,000 of the total cost of the improvements; Lots 4 through 9, Block A, and Lots 1 through 18, Block B, WOODS NORTH 3RD ADDITION shall each pay 2,871/100,000 of the total cost of the improvements; Lots 10 through 12, Block A, WOODS NORTH 3RD ADDITION shall each pay 324/100,000 of the total cost of the improvements; Lots 13 through 16, Block A, WOODS NORTH 3RD ADDITION shall each pay 94/100,000 of the total cost of the improvements; Lots 1 through 3, Block C, and Lots 1 through 19, Block D, WOODS NORTH 3RD ADDITION shall each pay 298/100,000 of the total cost of the improvements; Lots 4 through 8, Block C, and Lots 20 and 21, Block D, WOODS NORTH 3RD ADDITION shall each pay 194/100,000 of the total cost of the improvements; Lots 9 through 20, Block C, and Lots 22 through 26, Block D, WOODS NORTH 3RD ADDITION shall each pay 293/100,000 of the total cost of the improvements; Lots 21 through

24, Block C, and Lots 27 through 33, Block D, WOODS NORTH 3RD ADDITION shall each pay 757/100,000 of the total cost of the improvements; and Lot 34, Block D, WOODS NORTH 3RD ADDITION shall pay 279/100,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square-foot basis.

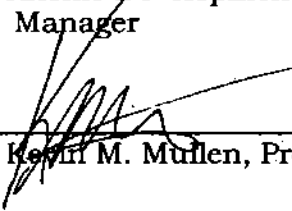
Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

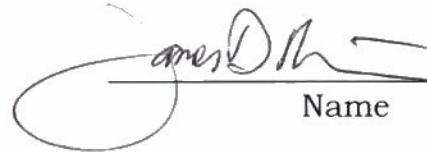
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing:

<u>LEGAL DESCRIPTION.</u>	<u>SIGNATURE</u>	<u>DATE</u>
<u>WOODS NORTH 3RD ADDITION</u>	Firethorne, LLC	
Lots 1 through 16, Block A	By: Ritchie Development Corporation,	
Lots 1 through 18, Block B	Manager	
Lots 1 through 24, Block C		
Lots 1 through 34, Block D	By: 	
	Kevin M. Mullen, President	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

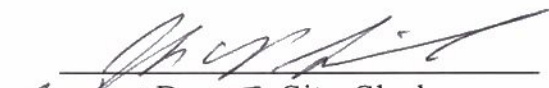

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 14th day of January
2014.




Deputy City Clerk
John C. Philbeck

WOODS NORTH 3RD ADDITION

Wichita, Sedgwick County, Kansas

PAVING IMPROVEMENT PETITION - PHASE 1

Benefit District: (100,000 Fractions)

Lots 1 through 3, Block A (3 Lots, 2,749 Fr. Ea.)
 Lots 4 through 9, Block A (6 Lots, 2,871 Fr. Ea.)
 Lots 1 through 18, Block B (18 Lots, 2,871 Fr. Ea.)
 Lots 10 through 12, Block A (3 Lots, 324 Fr. Ea.)
 Lots 13 through 16, Block A (4 Lots, 94 Fr. Ea.)
 Lots 1 through 3, Block C (3 Lots, 298 Fr. Ea.)
 Lots 1 through 19, Block D (19 Lots, 298 Fr. Ea.)

Lots 4 through 8, Block C (5 Lots, 194 Fr. Ea.)
 Lots 20 and 21, Block D (2 Lots, 194 Fr. Ea.)
 Lots 9 through 20, Block C (12 Lots, 293 Fr. Ea.)
 Lots 22 through 26, Block D (5 Lots, 293 Fr. Ea.)
 Lots 21 through 24, Block C (4 Lots, 757 Fr. Ea.)
 Lots 27 through 33, Block D (7 Lots, 757 Fr. Ea.)
 Lot 34, Block D (279 Fr.)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	7,250	S.Y.	\$32.00	\$232,000.00
Median Curb & Gutter	140	L.F.	\$18.00	\$2,520.00
Sidewalk	5,000	S.F.	\$3.00	\$15,000.00
Wheel Chair Ramps	6	EA.	\$600.00	\$3,600.00
Inlet Hookups	3	EA.	\$300.00	\$900.00
15" Pipe	200	L.F.	\$30.00	\$6,000.00
18" Pipe	300	L.F.	\$35.00	\$10,500.00
24" Pipe	740	L.F.	\$45.00	\$33,300.00
Curb Inlets	2	EA.	\$3,500.00	\$7,000.00
Area Inlets	4	EA.	\$2,500.00	\$10,000.00
Flowable Fill	40	L.F.	\$50.00	\$2,000.00
Rip-Rap	70	S.Y.	\$50.00	\$3,500.00
Seeding	1	L.S.	\$2,000.00	\$2,000.00
Signage	1	L.S.	\$2,000.00	\$2,000.00
Erosion Control	1	L.S.	\$5,000.00	\$5,000.00
Site Clearing & Restoration	1	L.S.	\$10,000.00	\$10,000.00
Subtotal				\$345,320.00
+ 30% Design, Insp., & Administration				\$103,596.00
Total				\$448,916.00

Petition Amount **\$449,000**

Cost per Fraction **\$4**

Average Monthly Assessment (Based on 20 years @ 4%)

94 Fraction Lots	\$3
194 Fraction Lots	\$5
279 Fraction Lot	\$8
293 Fraction Lots	\$8
298 Fraction Lots	\$8
324 Fraction Lots	\$9
757 Fraction Lots	\$21
2749 Fraction Lots	\$75
2871 Fraction Lots	\$78

First Published in the Wichita Eagle on February 7, 2014

RESOLUTION NO. 14-047

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON WOODRIDGE FROM THE SOUTH LINE OF THE PLAT, NORTH TO THE SOUTH LINE OF 27TH ST. NORTH; AND ON 27TH ST. NORTH FROM THE WEST LINE OF LOT 9, BLOCK A, EAST TO THE EAST LINE OF THE PLAT AND ON WOODRIDGE CT. (LOTS 1 THROUGH 7, BLOCK A) FROM THE WEST LINE OF WOODRIDGE WEST TO AND INCLUDING THE CUL-DE-SAC, AND ON 27TH CT. NORTH, (LOTS 1 THROUGH 13, BLOCK B) FROM THE SOUTH LINE OF 27TH ST. NORTH SOUTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON WOODRIDGE AND 27TH ST. NORTH (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST), 472-85046 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON WOODRIDGE FROM THE SOUTH LINE OF THE PLAT, NORTH TO THE SOUTH LINE OF 27TH ST. NORTH; AND ON 27TH ST. NORTH FROM THE WEST LINE OF LOT 9, BLOCK A, EAST TO THE EAST LINE OF THE PLAT AND ON WOODRIDGE CT. (LOTS 1 THROUGH 7, BLOCK A) FROM THE WEST LINE OF WOODRIDGE WEST TO AND INCLUDING THE CUL-DE-SAC, AND ON 27TH CT. NORTH, (LOTS 1 THROUGH 13, BLOCK B) FROM THE SOUTH LINE OF 27TH ST. NORTH SOUTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON WOODRIDGE AND 27TH ST. NORTH (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST), 472-85046 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 12-105 adopted on May 8, 2012 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to pave Woodridge from the south line of the plat, north to the south line of 27th St. North; and on 27th St. North from the west line of Lot 9, Block A, east to the east line of the plat and on Woodridge Ct. (Lots 1 through 7, Block A) from the west line of Woodridge west to and including the cul-de-sac, and on 27th Ct. North, (Lots 1 through 13, Block B) from the south line of 27th St. North south to and including the cul-de-sac and that sidewalk be constructed on Woodridge and 27th St. North (south of 29th St. North, west of 127th St. East), 472-85046.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Four Hundred Forty-Nine Thousand Dollars (\$449,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2012**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WOODS NORTH 3RD ADDITION

Lots 1 through 16, Block A

Lots 1 through 18, Block B

Lots 1 through 24, Block C

Lots 1 through 34, Block D

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 3, Block A, WOODS NORTH 3RD ADDITION, shall each pay 2,749/100,000 of the total cost of the improvements; Lots 4 through 9, Block A, and Lots 1 through 18, Block B, WOODS NORTH 3RD ADDITION shall each pay 2,871/100,000 of the total cost of the improvements; Lots 10 through 12, Block A, WOODS NORTH 3RD ADDITION shall each pay 324/100,000 of the total cost of the improvements; Lots 13 through 16, Block A, WOODS NORTH 3RD ADDITION shall each pay 94/100,000 of the total cost of the improvements; Lots 1 through 3, Block C, and Lots 1 through 19, Block D, WOODS NORTH 3RD ADDITION shall each pay 298/100,000 of the total cost of the improvements; Lots 4 through 8, Block C, and Lots 20 and 21, Block D, WOODS NORTH 3RD ADDITION shall each pay 194/100,000 of the total cost of the improvements; Lots 9 through 20, Block C, and Lots 22 through 26, Block D, WOODS NORTH 3RD ADDITION shall each pay 293/100,000 of the total cost of the improvements; Lots 21 through 24, Block C, and Lots 27 through 33, Block D, WOODS NORTH 3RD ADDITION shall each pay 757/100,000 of the total cost of the improvements; and Lot 34, Block D, WOODS NORTH 3RD ADDITION shall pay 279/100,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 4th day of
February 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

**City of Wichita
City Council Meeting
February 4, 2014**

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 3 for Improvements to the K-96 and Greenwich Interchange (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: The City Council approved an agreement with Professional Engineering Consultants, P.A. (PEC) for the design of improvements to the interchange at K-96 and Greenwich. The following agreements have been approved with PEC for this project to-date:

Agreement	Date Approved by the City Council	Services Provided	Cost
Original	October 13, 2009	Initial design services.	\$294,000
SA No. 1	November 6, 2012	Modification of the ramp design, widening of Greenwich, additional signals, and updates to the break-in-access study as required by the Kansas Department of Transportation.	\$374,000
SA No. 2	January 7, 2014	Elimination of a right-turn lane, addition of a driveway, design of waterline relocations and improvements, and design and analysis of an alternate bridge substructure support method.	\$49,820

Total services approved to-date: \$717,820

Right-of-way acquisition is nearly complete and utility relocation work will soon begin. Construction is expected to begin in the spring of 2014.

Analysis: Due to the size and complexity of the project, as well as current City staff workload, it is proposed that the oversight of construction be divided between the City and PEC. City staff will oversee the construction of improvements to the Greenwich portion of the project, while PEC will provide construction engineering services, including surveying, inspection and materials testing for the K-96 portion. Supplemental Agreement No. 3 has been prepared to authorize the additional services.

Financial Consideration: Payment to PEC will be on a final cost basis with a fee not to exceed \$381,751. Funding is available in the existing budget, which was approved by the City Council on January 7, 2014.

Legal Considerations: The supplemental agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 13, 2009

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there not exists a Contract (dated October 13, 2009) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the K-96 AND GREENWICH INTERCHANGE IMPROVEMENTS (Project no. 472 85066).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Additional Scope of Services
(see Exhibit “A-1”)**

B. PAYMENT OPTIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$381,751.20.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Bradley J. Edmundson, P.E.

ATTEST:

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: K-96 and Greenwich Interchange – Westar Relocation Agreement (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On January 7, 2014, the City Council approved a revised budget for design, right-of-way acquisition, utility relocation, and construction of improvements to the interchange at K-96 and Greenwich.

Analysis: The proposed widening of Greenwich Road requires relocation of the electric distribution lines adjacent to Greenwich in order to avoid conflicts with the improvements. The affected lines are along Greenwich between Greenwich Village and K-96. Relocation work will be performed by Westar Energy, Inc. (Westar) and will be completed shortly after the right-of-way acquisition is complete. An agreement has been prepared authorizing the work and establishing the basis for reimbursement by the City. The cost for relocation is the responsibility of the City since the Westar line is located in a private easement.

Financial Consideration: The estimated cost of the relocation is \$74,000. Payment to Westar will be on cost reimbursement basis and funding is available in the existing approved budget. The agreement provides that Westar will pay any expenses above the stated estimate, unless the increase is a result of changes requested by the City. The cost sharing details of any increase for which the City may be responsible will be agreed upon by both parties, and the agreement returned to the City Council for approval, prior to the expenses being incurred.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

Electric Line Modification/Relocation Agreement

WESTAR ENERGY, INC., a Kansas corporation hereinafter referred to as "WEI", hereby agrees with the City of Wichita hereinafter referred to as "CUSTOMER", that WEI will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

1. The parties agree that the line modification/relocation is necessary to improve the following described real property, so the property will be suitable for the intended use by the CUSTOMER:

Relocate primary electric lines on Greenwich Road between Greenwich Village & K-96.

2. CUSTOMER will be liable for the cost of the line modification/relocation. This cost is based on the labor, equipment, supplies, materials and property acquisitions (such as easements or rights of way), needed to modify or relocate the line in accordance with standard industry practice and in order for the line to comply with WEI standards and the NESC. The cost of the line modification/relocation is **\$74,000.00.** WEI agrees to pay any expense above this estimated cost, unless changes are requested by the Customer and then both parties shall agree to the cost sharing before the work begins.
3. CUSTOMER will pay in full after completion of the line modification/relocation.
4. Provided the foregoing conditions have been met, WEI will begin work on the line on or before **02/01/14.** and will have the modification or relocation completed on or before **04/15/14.** However, WEI may adjust or extend this work schedule as weather conditions require.
5. When the line modification or relocation is complete, WEI will submit to CUSTOMER an invoice for the final modification/relocation costs. CUSTOMER will then have 30 days from receipt of the invoice to pay WEI the amount due.
6. The Kansas Overhead Power Line Accident Prevention Act, K.S.A. 66-1709 *et seq.*, prohibits certain activity which is likely to place people, machinery or equipment within 10 feet of an overhead power line. Both prior to and after completion of the line modification/relocation, CUSTOMER will be responsible for limiting or prohibiting any work or activity on the above-described property, which activity is likely to violate the Overhead Power Line Act or to otherwise risk bodily injury or damage. CUSTOMER agrees to indemnify, hold harmless and defend WEI for any claims arising from CUSTOMER'S duties described in this paragraph.

Executed this 19th day of December, 2013

WESTAR ENERGY, INC.

City of Wichita
("CUSTOMER")

By: Miles Capps

By:

Title: Mgr. Dist. Design /Tech. Support

Title:

Attest: _____

Attest:

RA#5823/WR#001242

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: Change Order No. 2 for McCormick Water Main Replacement (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the change order.

Background: On June 12, 2012, the City Council approved a project to replace the McCormick water main, which serves an area south of Douglas, west of Seneca. A construction contract with Mies Construction, Inc. was approved by the City Council on February 5, 2013, in the amount of \$911,812. Construction began in March 2013. Change Order No. 1 was processed on September 26, 2013, to provide quantity adjustments based on field measurements. The change order was deductive in the amount of \$14,732, and brought the total contract amount to \$897,080.

Analysis: Quantity adjustments made under Change Order No. 1 were later reviewed by City staff and the contractor. This review identified measurement discrepancies in records exchanged between staff members during construction. Change Order No. 2 has been prepared to correct those quantity adjustments.

Financial Considerations: The cost of the change order is \$10,403, which brings the contract total to \$907,483. This and the previous change order represent a 0.47% decrease of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. Funding is available within the existing budget.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 2.



PUBLIC WORKS-ENGINEERING

**January 10, 2014
CHANGE ORDER**

To: Mies Construction, Inc.
Change Order No.: 2
Purchase Order No.:
CHARGE TO OCA No.: 635810

Project: McCormick WMR Ph. 2
Project No.: 448-90212
OCA No.: 635810
PPN: 752032

Please perform the following extra work at a cost not to exceed **\$10,403.00**

Additional Work: Adjust measured quantity bid items per final field measure.

Reason for Additional Work: Change order #1 adjusted measured bid items for a net reduction of \$14,732 to the contract. Further review by City staff and the contractor found measurement discrepancies in records exchanged between staff members during the project, primarily in areas adjacent to recently completed Phase 1 McCormick Water Main Replacement. This change order corrects those discrepancies.

Updated plans reflecting Phase 1 changes were not possible since the consultant completed design work on both Phase 1 and Phase 2 together. Funding availability required construction in separate phases.

Line #	KDOT #	Item	Negot/Bid	Qty	Unit Price	Extension
4:	NA	Concrete Sidewalk Rem'd & Repl'd	Bid	35 lf @	35.00 =	1,225.00
5:	NA	Concrete Pavement Rem'd & Repl'd	Bid	17 lf @	75.00 =	1,275.00
6:	NA	Concrete Drive Rem'd & Repl'd	Bid	32 lf @	58.00 =	1,856.00
7:	NA	AC Drive Rem'd & Repl'd	Bid	38 lf @	79.00 =	3,002.00
27:	NA	Wheelchair Ramps, Rem'd & Repl'd	Bid	3 ea @	775.00 =	2,325.00
28:	NA	Gravel Rem'd & Repl'd, Alley	Bid	48 lf @	15.00 =	720.00
Total					=	<u>\$10,403.00</u>

CIP Budget Amount:

Original Contract Amt.:

Consultant:

Current CO Amt.:

Total Exp. & Encum. To Date:

Amt. of Previous CO's:

CO Amount:

Total of All CO's:

Unencum. Bal. After CO:

% of Orig. Contract / 25% Max.:

Adjusted Contract Amt.:

Recommended By:

Approved:

Steve Degenhardt, P.E. Date
Construction Division Manager

Gary Janzen, P.E. Date
City Engineer

Approved:

Approved

Contractor Date

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: HOME Program: Housing Development Loan Program Funding
(Districts III and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Background: On May 1, 2012, the City Council approved final allocations under the 2012-2013 fourth program year action plan funding process, which included a total of \$235,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding may be provided to non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) and Local Investment Areas (LIA), as described in the Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy (between \$40,000 and \$50,000) to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is \$95,550.

All homes constructed with HOME funding provided through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing cost assistance loans through the City's HOMEownership 80 Program.

Mennonite Housing Rehabilitation Services, Inc. (MHRS) has submitted an application for HDLP funds to finance development of four single-family homes on sites located at 3328 N. Fairview, 3336 N. Fairview, 3344 N. Fairview, and 1028 S. Market. MHRS is a City-designated, non-profit, Community Housing Development Organization (CHDO). Newly constructed homes will feature a basement and a two-car garage.

The HOME program requires an environmental review prior to the start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with the 2012 International Energy Conservation Code, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when

combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

Financial Considerations: HOME funding for the proposed project will be \$186,900, including a 5% contingency, and will be provided in the form of zero-interest, forgivable participation construction loans. A local bank will provide a construction loan equivalent to 70% to 75% of the appraised value of each home to be constructed. The total cost of the proposed project is estimated to be \$555,600. It will be necessary to increase the 2012-2013 HDLP funding allocation by \$135,465, in order to fund the MHRS application. The additional funding is available from program income received in the form of loan repayments from homebuyers who have received down payment and closing costs assistance, and repayments from CHDOs and other developers that received housing development subsidy loans.

Legal Considerations: The Law Department has reviewed and approved the funding agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Attachments: Funding agreement.

FUNDING AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**A
PARTICIPATING JURISDICTION**

And

Mennonite Housing Rehabilitation Services, Inc.,

A Community Housing Development Organization/Non-Profit Housing Developer

HOME Investment Partnerships
Program

2012 Housing Development Loan Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated **February 4, 2014**, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Mennonite Housing Rehabilitation Services, Inc. (MENNONITE HOUSING, a Community Housing Development Organization/Non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by **December 31, 2015**, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract**.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the

project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$186,900.00 as referenced in Exhibit B. Contract payments above \$186,900.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the

original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
 - (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
 - (7) Accounting records including cost accounting records that are supported by source documentation.
- (c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.
- (d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.
- (e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department,

payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Mennonite Housing Rehabilitation Services, Inc.

Signature

Title of MHRS Officer

Date

**CITY OF WICHITA, KANSAS
at the Direction of the City Council**

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$186,900 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

3328 N. Fairview, Wichita, Kansas

3336 N. Fairview, Wichita, Kansas

3344 N. Fairview, Wichita, Kansas

1028 S. Market, Wichita, Kansas

A single-family home is to be constructed on each site. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: \$85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: \$90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: \$92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: \$95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.
- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.
- E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$186,900.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$186,900.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

\$186,900.00

TOTAL

\$186,900.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and MHRS also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
 2. MHRS will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the “Developer” shall become the “Owner”, and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per 2013 HUD guidelines:

2 Bedroom: \$704 - \$185 (Utility Allowance) = \$519.00

3 Bedroom: \$971 - \$216 (Utility Allowance) = \$755.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. **Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.**

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

- C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.
- D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.
- E. The Owner shall maintain project/tenant records for a period of no less than five years.
- F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

- G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.
- H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

- J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.
- K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.
- L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 - 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly

maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.
4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.
5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.
8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2013, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

- A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
- B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2014, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when

applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.
- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in MHRS (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed

under this agreement, which is to be reviewed and approved by the City, prior to construction.

- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.
- L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing.

Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

\$186,900.00

TOTAL

\$186,900.00

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	6,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	115,000.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	1,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	126,500.00
(G) Plus: Developer Fee (<u> 10 </u> %) of (F)	12,650.00
(H) Total Per-Unit Cost (F + G)	139,150.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	94,650.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
Project Subsidy Required, per unit (H – I – J)	44,500.00

Number of Units to be Developed 4

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) \$178,000

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	286,600.00	Acquisition Costs	24,000.00
Other Financing	0.00	Project “Soft” Costs	16,000.00
HOME (Gap) Financing	178,000.00	Construction Costs	460,000.00
Repayment of Subsidy Loans	91,000.00	Site Improvements	6,000.00
		Developer Fee	50,600.00
<u>TOTAL</u>	555,600.00	<u>TOTAL</u>	555,600.00

**City of Wichita
City Council Meeting
February 4, 2014**

TO: Mayor and City Council

SUBJECT: Wichita Police Department-Horse Boarding Services Contract (FP340055)

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: It is recommended that the City Council approve the contract with Singletree Stables.

Background: The Police Department's Mounted Patrol Horse Unit was formed in 1990. The mission of the Wichita Police Mounted Unit is to augment and enhance traditional police activities during special events, search and rescue activities, public relation functions and specialized patrol activities. The Mounted Unit is an auxiliary unit composed of commissioned members of the Police Department. The Unit is activated by special order to support the activities of other departmental units during major community events or police operations such as provide crowd control management and during search and rescue operations covering large geographical areas. The seven (7) participating horses are currently stabled at the Triple Crown Derby (formerly known as Aces High Acres, LLC). The current contract was with Aces High Acres, LLC since 2008. This current contract expired on December 31, 2013.

Analysis: The Wichita Police Department convened a selection committee of six (6) individuals from the Police, Law, Finance Department, and an expert on horses from the community. The committee reviewed bids from three (3) vendors. The committee reviewed the proposals in terms of the proposals submitted that responded to all of the scope, tasks and responsibility of the overall contract, veterinary services, quality of feed, quality pastureland available, knowledge of staff with horses, contact with the horses by the vendor, quality of the facilities and references. The Singletree Stables proposal was significantly less expensive, at an estimated annual cost of \$25,200. The current vendor is Triple Crown Derby (formerly known as Aces High Acres). The annual cost for this vendor is \$33,600 annually, which is higher than the proposal submitted by Singletree Stables. The committee unanimously recommends Singletree Stables based on all of the parameters required for this proposal.

Financial Considerations: The Police Department Mounted Unit 2014 Adopted budget is \$53,118 which includes stable rental, veterinary expenses, motor pool, fuel & other miscellaneous expenses. Based on the current scope of the Mounted Unit, the contract with Singletree Stables is estimated to cost \$25,200 annually for stable rental. Routine Veterinarian services will be provided by the staff at Singletree e.g. Administer meds, dress wounds, etc at no extra charge. Singletree will administer any bi-monthly services such as worming and other minor medical services. The routine Veterinarian services pricing will be reviewed annually at the contract extension renewal period for any direct increases assessed by the Veterinarian Services. Any additional veterinarian services will be charged to the City of Wichita Police Department directly from the Veterinarian. The cost of the contract will be included in the Police Department 2014 Revised budget.

Legal Considerations: The Law Department has reviewed and approved as to form the contract.

Recommendations/Actions: It is recommended that the City Council approve the contract with Singletree Stables.

Attachments: Horse Boarding Services Contract.



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**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Gary Rebenstorf – Director of Law/City Attorney
FROM: Arlene Sokolowski - Deputy City Attorney
SUBJECT: WPD Contract for Horse Boarding Services
DATE: January 21, 2014

The attached document is a Contract for Horse Boarding Services between the City of Wichita and Singletree Stables. I have reviewed the terms of the Contract. The Contract terms are in compliance with the needs of the WPD and it is approved as to form.

**CONTRACT
for
HORSE BOARDING SERVICES**

BLANKET PURCHASE ORDER NUMBER BP

THIS CONTRACT entered into this __ day of January, 2014, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SINGLETREE STABLES**, 2100 E. 45th Street North, Wichita, KS 67219, Telephone Number (316) 838-7846 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for Horse Boarding Services (Formal Proposal – FP340055); and

WHEREAS, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP340055, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal vetting process for Formal Proposal – FP340055, shall be considered a part of this contract and is incorporated by reference herein.

- The Wichita Police Department (WPD) handlers and other authorized personnel by the WPD will have access to horses 24 hours per day, 7 days a week.
- Restrict public access to Wichita Police Department horses.
- On-site permanent parking for two (2) pickup trucks and two (2) stock trailers in relative proximity to the site where horses are boarded.
- "Horse-safe" fencing such as smooth wire, wood, metal, or plastic.
- Pasture that will be made available for Police horses during daytime hours is approximately 18 acres. The loafing sheds will be 15' X 40'.

- Horse will be turned out on grass pasture with availability of grass or free choice, preferably brome hay and availability of fresh water during daytime hours (weather permitting) and horses will be brought back in the 12' X 12' indoor stables during the night.
- Horses will be fed twice daily with a minimum 10% protein or special grain needed to maintain weight of horses, and free choice, preferably brome hay, and two flakes of hay. Horses shall be fed in stalls to ensure that all horses get adequate grain and hay. Horses will have a constant supply of fresh water available. Senior feed will be provided as needed to meet special needs of older horses at no additional cost.
- Routine veterinarian services will be provided by the staff at Singletree e.g. Administer meds, dress wounds, etc at no extra charge. Singletree will administer any bi-monthly services such as worming and other minor medical services. Singletree will upon request arrange for, oversee, and assist with annual veterinarian services that include all required medical services. The routine Veterinarian services pricing will be reviewed annually at the contract extension renewal period for any direct increases assessed by the Veterinarian. Any additional veterinarian services will be charged to the City of Wichita Police Department directly from the veterinarian services provider.
- The indoor arena will be available exclusively for Police training two (2) days per month, to be agreed upon by both parties with sufficient notice. The outdoor arena will be available exclusively for Police training two days per month, to be agreed upon by both parties with sufficient notice. During Mounted Training Classes, the facility will be available for three (3) consecutive weeks.
- A secure tack room for storage of saddles, tack and equipment for minimum of fourteen (14) will be available for WPD use. Some type of ventilation in the tack room to dry out wet equipment.
- Office workspace with electrical outlets will be available for WPD use that will be air-conditioned for summer use and some type of heating for winter use. Telephone and bathroom facilities are available.

2. **Compensation.** CITY agrees to pay to **CONTRACTOR** \$300.00 per month per horse for boarding, feeding, cleaning, turn-outs, including listed vet services and use of training facility for the boarding of the Wichita Police Department Mounted Patrol Horses as per the proposal, plans, specifications, addenda and Contractor's proposal of FP340055 and as approved by the City Council on _____, 2014.

3. **Term.** The term of this contract shall be from January 1, 2014 through December 31, 2014, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms to be mutual agreement of both parties. This contract is subject to cancellation by the CITY, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
-------------------------	---

Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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The Insurance Certificate must contain the following:

A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

- B. **Cancellation** – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the **CONTRACTOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

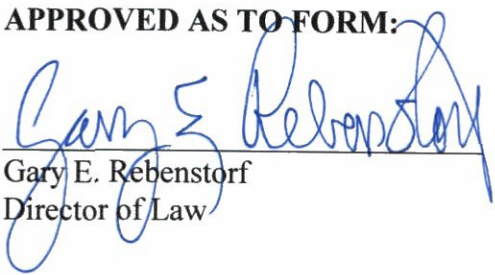
ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:



Gary E. Rebenstorf
Director of Law

SINGLETREE STABLES

Signature

Print Name

Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following

Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program
Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole

or in part by the contracting agency;

D. Exempted from these requirements are:

- 1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.**
- 2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.**

**City of Wichita
City Council Meeting
February 4, 2014**

TO: Mayor and City Council

SUBJECT: Purchase Option (Premier Beverage, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and authorize the necessary signatures.

Background: On August 12, 2003, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount of \$3,325,000 to Premier Beverage, Inc. ("Premier"). In conjunction with the bond issue, the City Council approved 100% property tax abatement for a five-year term on the project, plus a second five years subject to Council review. Bond proceeds were used to acquire, construct and equip a distribution facility located at 4626 S. Palisade.

The City received notice from Glazer's Distributors, the parent company of Premier, of its intention to exercise the IRB purchase option and requests approval of the conveyance of the IRB-financed property.

Analysis: Under the provisions of the IRB Lease between Premier Beverage, Inc. ("Tenant") and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant made final payment on the bonds on January 1, 2014.

The Articles of Incorporation of Premier Beverage, Inc. were amended to legally change the name of the corporation to Glazer's Distributors of Kansas, Inc. effective December 31, 2013. Therefore, the property will be conveyed to that legal entity.

Financial Considerations: The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination of Lease Agreement, and the delivery of such documents has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to Glazer's Distributors of Kansas, Inc. and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease Agreement, Bill of Sale

EXHIBIT B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Glazer's Distributors of Kansas, Inc., (the "Grantee"), all of its interest in the following goods and chattels, viz:

A certain Roll-Formed Selective Rack.

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of February, 2014.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of March, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita, Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

RESOLUTION NO. 14-046

**A RESOLUTION OF THE CITY OF WICHITA, KANSAS,
AUTHORIZING THE CITY TO CONVEY TITLE TO THE
PROJECT; AUTHORIZING EXECUTION OF A SPECIAL
WARRANTY DEED, BILL OF SALE AND TERMINATION AND
RELEASE OF THE LEASE; AND AUTHORIZING THE
EXECUTION OF ALL SUCH OTHER DOCUMENTS
NECESSARY TO CONVEY TITLE TO SUCH PROJECT TO
GLAZER'S DISTRIBUTORS OF KANSAS, INC.**

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Bonds, Series III, 2003 (Premier Beverage Project) in the original aggregate principal amount of \$3,325,000 (the "Series III, 2003 Bonds") for the purpose of financing the costs of acquiring, constructing and equipping certain facilities (the "Project"); and

WHEREAS, pursuant to the Act, the City leased the Project to Premier Beverage, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant") pursuant to a certain Lease dated as of August 15, 2003 (the "Lease"); and

WHEREAS, the outstanding Bonds have been paid in full on January 1, 2014; and

WHEREAS, Security Bank of Kansas City of Kansas City, Kansas (the "Trustee"), has provided written verification and the Trustee has also confirmed that no event of default is outstanding under the Lease; and

WHEREAS, the Tenant has amended Article I of the Articles of Organization of the corporation to legally change its name to "Glazer's Distributors of Kansas, Inc."; and

WHEREAS, the City has received notice of the Tenant's intent to exercise its option to purchase the Project and the City wishes to expedite that process.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. That the City acknowledges receipt of the Tenant's notice of its intent to exercise its option to purchase the Project as set forth in the Lease.
2. That the City is hereby authorized to convey the Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Lease as conditions precedent to such conveyance, including but not limited to the payment by the Tenant of \$1,000.00 to the City pursuant to Section 16.2(b) of the Lease.

3. That the Mayor or Vice Mayor are hereby authorized to execute, and the City Clerk or Deputy City Clerk are hereby authorized to attest, all documents necessary to effect the sale of the Project to the Tenant including but not limited to a Special Warranty Deed, the Bill of Sale, Termination and Release of Lease, and termination of all existing financing statements.

4. That the Mayor or City Clerk, or other appropriate staff of the City, are respectively authorized to deliver the documents referenced in the foregoing paragraph to the Trustee, for delivery on behalf of the City, at such time as the conditions in section 2, above, have been satisfied and the Trustee shall have received, and certified receipt of, all sums necessary to pay the Bonds (together with all costs, expenses and premiums of such payment).

5. That the Mayor or Vice Mayor and the City Clerk or Deputy City Clerk, or other appropriate staff of the City, are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

[Remainder of this page intentionally left blank]

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 4th day of February, 2014.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
City Attorney

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this ____ day of February, 2014, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Glazer's Distributors of Kansas, Inc., a corporation (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the following real property situated in Sedgwick County, Kansas:

(a) THE LAND: The following described real property located in Sedgwick County, Kansas, to wit:

Parcel 1:

A parcel in the Southeast Quarter of Section 17, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being a portion of Lot 13, all of Lots 14 and 15, and a portion of Lot 16, Rock Island Industrial Park Addition, Wichita, Sedgwick County, Kansas, and more particularly described as follows:

Commencing at a point 50 feet north and 480 feet east of the Southwest corner of said Southeast Quarter; said point being the Northeast corner of the intersection of 47th Street South and Palisade Avenue; thence north with an assumed bearing of N 00°00'00" E, along the east line of said Palisade Avenue, 825 feet to a point 25 feet south of the Northwest corner of said Lot 13, for a point of beginning; thence continuing N 00°00'00" E, along the east line of Palisade Avenue, 660.68 feet to the Northwest corner of said Lot 15; thence N 89°46'47" E, 676.57 feet to a point on the easterly line of said Lot 16; thence S 12°00'56" W along the easterly line of said Lots 13, 14, 15 and 16, 676.05 feet to a point 25 feet south of the north line of said Lot 13; thence S 89°46'54" W, 535.83 feet to the point of beginning.

Parcel 2:

A non-exclusive, perpetual easement for the purpose of constructing, maintaining and repairing a drainage system over, along and under the following described property, together with the right to enter upon said property at any time for the purpose of constructing, operating, maintaining and repairing such drainage system for the benefit of Parcel 1 granted in that certain Drainage Easement by and between The City of Wichita, a municipal corporation, Shoney's, Inc. and Ken Stowell and his wife, M. Jean Stowell, dated November 16, 1993, filed on Film 1410, Page 611, Register of Deeds Office of Sedgwick County, Kansas:

The west 10 feet of the east 35 feet of a tract in the North Half of the Southeast Quarter of Section 17, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as commencing at the West Quarter Corner of Section 17; thence N 89°36' E, 2646.66 feet to the point of beginning, said point lying on the east right-of-way line of the Midland Valley Railroad; thence N 89°36' E, 203.60 feet to a point on the right-of-way line of the Protection Drainage District; thence S 65°40' E, 1187.05 feet along the right-of-way line of said Protection Drainage District to a point on the west right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence S 11°47' W, 162.40 feet; thence S 89°29'W, 393.50 feet; thence N 00°31' W, 330.10 feet; thence N 65°40'W, 720.25 feet; thence S 89°36' W, 198.10 feet; thence N 00°27'W, 25 feet to the point of beginning, said description being intended to include all of a certain Sewage Disposal Plant located in the Southeast Quarter of Section 17, Township 28 South, Range 1 East.

Parcel 3

A non-exclusive, perpetual easement for the purpose of constructing, maintaining and repairing a drainage system over, along and under the following described property, together with the right to enter upon said property at any time for the purpose of constructing, operating, maintaining and repairing such drainage system for the benefit of Parcel 1 granted in that certain Drainage Easement by and between Ken Stowell and M. Jean Stowell, husband and wife, and Shoney's, Inc., dated January 11, 1994, filed on Film 1410, Page 613, Register of Deeds Office of Sedgwick County, Kansas:

The west 10 feet of the east 35 feet of Lot 16, Rock Island Industrial Park Addition, Wichita, Sedgwick County, Kansas, EXCEPT that part of Lot 16 described as beginning at the Southwest Corner of Lot 16; thence east parallel with the south line of Lot 14 in said addition, 676.5 feet more or less to a point on the easterly line of said Lot 16; thence southwesterly to the southeast Corner of said Lot 16; thence northwesterly to the point of beginning.

(b) THE IMPROVEMENTS: All buildings, improvements, fixtures, machinery, equipment and furnishings now or hereafter purchased, constructed, located or installed on the Land and paid for with 2003 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as

The Improvements consist of a 53,740 square foot building, including 5,186 square feet of finished office space, to be used as a commercial distribution facility.

The property described in paragraphs (A) and (B) above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the "Project" as referred to in both the Lease and Indenture.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting

from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the ____ day of February, 2014.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of February, 2014, , before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the ____ day of February, 2014, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), Glazer's Distributors of Kansas, Inc. (formerly known as Premier Beverage, Inc.), a corporation organized under the laws of the State of Kansas (the "Tenant") and Security Bank of Kansas City, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the City of Kansas City, Kansas (the "Trustee");

W I T N E S S E T H:

WHEREAS, the City heretofore leased to the Tenant certain real and personal property pursuant to a Lease dated as of August 15, 2003, by and between the City and the Tenant (the "Lease"), a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County in Film #2773 at Page 1070; and

WHEREAS, said Lease was assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Lease consists of the following:

(a) THE LAND: The following described real property located in Sedgwick County, Kansas, to wit:

Parcel 1:

A parcel in the Southeast Quarter of Section 17, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being a portion of Lot 13, all of Lots 14 and 15, and a portion of Lot 16, Rock Island Industrial Park Addition, Wichita, Sedgwick County, Kansas, and more particularly described as follows:

Commencing at a point 50 feet north and 480 feet east of the Southwest corner of said Southeast Quarter; said point being the Northeast corner of the intersection of 47th Street South and Palisade Avenue; thence north with an assumed bearing of N 00°00'00" E, along the east line of said Palisade Avenue, 825 feet to a point 25 feet south of the Northwest corner of said Lot 13, for a point of beginning; thence continuing N 00°00'00" E, along the east line of Palisade Avenue, 660.68 feet to the Northwest corner of said Lot 15; thence N 89°46'47" E, 676.57 feet to a point on the easterly line of said Lot 16; thence S 12°00'56" W along the easterly line of said Lots 13, 14, 15 and 16, 676.05 feet to a point 25 feet south of the north line of said Lot 13; thence S 89°46'54" W, 535.83 feet to the point of beginning.

Parcel 2:

A non-exclusive, perpetual easement for the purpose of constructing, maintaining and repairing a drainage system over, along and under the following described property, together with the right to enter upon said property at any time for the purpose of constructing, operating, maintaining and repairing such drainage system for the benefit of Parcel 1 granted in that certain Drainage Easement by and between The

City of Wichita, a municipal corporation, Shoney's, Inc. and Ken Stowell and his wife, M. Jean Stowell, dated November 16, 1993, filed on Film 1410, Page 611, Register of Deeds Office of Sedgwick County, Kansas:

The west 10 feet of the east 35 feet of a tract in the North Half of the Southeast Quarter of Section 17, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as commencing at the West Quarter Corner of Section 17; thence N 89°36' E, 2646.66 feet to the point of beginning, said point lying on the east right-of-way line of the Midland Valley Railroad; thence N 89°36' E, 203.60 feet to a point on the right-of-way line of the Protection Drainage District; thence S 65°40' E, 1187.05 feet along the right-of-way line of said Protection Drainage District to a point on the west right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence S 11°47' W, 162.40 feet; thence S 89°29'W, 393.50 feet; thence N 00°31' W, 330.10 feet; thence N 65°40'W, 720.25 feet; thence S 89°36' W, 198.10 feet; thence N 00°27'W, 25 feet to the point of beginning, said description being intended to include all of a certain Sewage Disposal Plant located in the Southeast Quarter of Section 17, Township 28 South, Range 1 East.

Parcel 3

A non-exclusive, perpetual easement for the purpose of constructing, maintaining and repairing a drainage system over, along and under the following described property, together with the right to enter upon said property at any time for the purpose of constructing, operating, maintaining and repairing such drainage system for the benefit of Parcel 1 granted in that certain Drainage Easement by and between Ken Stowell and M. Jean Stowell, husband and wife, and Shoney's, Inc., dated January 11, 1994, filed on Film 1410, Page 613, Register of Deeds Office of Sedgwick County, Kansas:

The west 10 feet of the east 35 feet of Lot 16, Rock Island Industrial Park Addition, Wichita, Sedgwick County, Kansas, EXCEPT that part of Lot 16 described as beginning at the Southwest Corner of Lot 16; thence east parallel with the south line of Lot 14 in said addition, 676.5 feet more or less to a point on the easterly line of said Lot 16; thence southwesterly to the southeast Corner of said Lot 16; thence northwesterly to the point of beginning.

(b) THE IMPROVEMENTS: All buildings, improvements, fixtures, machinery, equipment and furnishings now or hereafter purchased, constructed, located or installed on the Land and paid for with 2003 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as

The Improvements consist of a 53,740 square foot building, including 5,186 square feet of finished office space, to be used as a commercial distribution facility.

The property described in paragraphs (A) and (B) above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the "Project" as referred to in both the Lease and Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series III, 2003 (Premier Beverage Project) in the original aggregate principal amount of \$3,325,000, dated August 15, 2003 (the "Series III, 2003 Bonds") referred to herein as the Bonds; and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indenture dated as of August 15, 2003 (the “Indenture”) by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of February 2014.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of February, 2014, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Glazer's Distributors of Kansas, Inc.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of _____, 2014, before me, a notary public in and for said County and State, came _____, _____ of Glazer's Distributors of Kansas, Inc., a corporation duly organized and existing under and by virtue of the laws of said State, who is personally known to me to be an officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My appointment expires:

Security Bank of Kansas City
Kansas City, Kansas

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2012, before me, a notary public in and for said county and state, came _____, _____ of Security Bank of Kansas City of Kansas City, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said bank, and such person duly acknowledged the execution of the same to be the act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: Removal of Sidewalk Repair Special Property Tax Assessment 258 North Market (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Authorize removal of the City of Wichita sidewalk repair special property tax assessment on 258 North Market and place the amending ordinance on first reading.

Background: The Department of Public Works & Utilities supports right of way code enforcement through sidewalk repair under Title 10 of the City Code. State law and City policy allow the City to repair sidewalk on the right of way abutting properties that have trip hazards after proper notification to responsible parties. The City's contractor performs the work and the Engineering Division bills the cost of the repair to property owners. State law allows placement of billed but unpaid costs as special property tax assessments after City Council approval.

Analysis: On December 10, 2013, the City Council approved special property tax assessments of unpaid sidewalk repair bills for multiple properties, including a \$1,022 assessment for 258 North Market. Upon receipt of the bill, the property owner appealed the special assessment on the basis that the repair work had not been completed. A property inspection determined that the \$1,022 repair was not done at 258 North Market, but was actually completed at the southeast corner of Market and First Street. The property at the southeast corner of Market and First Street will not be required to pay for the repair since proper notification was not mailed to the owner. Staff requests the City Council authorize the City's Debt Coordinator to remove the special property tax assessment on 258 North Market.

Financial Considerations: Removal of this special property tax assessment has a total value of \$1,022. Repair work completed at Market and First Street was included in the 2012 Condemned Sidewalk Repair Contract and the City will not be reimbursed for this deduction.

Legal Considerations: The Law Department has reviewed and approved the recommendation and amending ordinance as to form.

Recommendation/Action: It is recommended that the City Council approve the removal of the \$1,022 sidewalk repair special property tax assessment for the property at 258 North Market, place the amending ordinance on first reading, and authorize the necessary signatures.

Attachments: Amending ordinance.

NOTICE OF CORRECTION
ORDINANCE NO. 49-636
Published In The Wichita Eagle on December 20, 2013
Corrected and Republished on February 14, 2014

ORDINANCE NO. 49-663

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS, CONTAINED AN ERROR IN SECTION 1. SECTION 1 SHOULD HAVE READ AS FOLLOWS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOTS 41-43-45-47 LAWRENCE AVE. GRIEFFENSTEIN ORIGINAL TOWN	790.53
LOT 59 & S 1/2 LOT 61 MAIN ST. GREIFFENSTEIN'S ORIGINAL TOWN	176.68
LOT 79 MAIN ST. GREIFFENSTEIN'S ORIGINAL TOWN ADD.	901.30
N1/4 LOT 158 ALL LOTS 160-162-164- 166-168-170-172-174-176-178 MARKET ST. HYDE & FERRELL'S ADD.	388.75
LOTS A-B MAIN ST. RES. IN GREIFFENSTEIN'S ADD.	1325.88
LOTS G-H-I-J EXC N 9.51 FT E 127 FT LOT J & W 20 FT LOTS K & L MARKET ST. RES. IN GREIFFENSTEIN'S ADD.	1966.78
S 365.64 FT E 119.63 FT S 1/2 SW 1/4 SE 1/4 ALSO DESCRIBED AS ONE ACRE OFF OF E SIDE OF S1/2 SW1/4 SE1/4 SEC 5-28-1E	34.00
BEG 1201.8 FT W SE COR SE1/4 TH W 117.54 FT N 131.5 FT E 117.54 FT S 131.5 FT TO BEG EXC S 50 FT FOR RD SEC 5-28-1E	377.70
LOT 4 & E1/2 VAC MASCOT ADJ BLOCK C WOODLAND HEIGHTS ADD.	598.70
LOT 7 BLOCK 5 LOUIS 8TH. ADD.	736.40
LOT 7 BLOCK 6 LOUIS 8TH. ADD.	277.40
PT BLOCK 2 BEG SE COR W 248.08 FT NWLY ALG WLY LI 486.38 FT E 571.78 FT TO E LI S 345.26 FT TO BEG. ADMINISTRATIVE CENTER	1517.55
LOT 1 CAZEL'S 4TH. ADDITION	1038.20

LOT 1 THE AMIDON HOUSE ADD.	261.25
LOT 1 BLOCK A GANN 1ST ADD.	331.80
LOTS 22-24 DOUGLAS AVE. J. R. MEAD'S ADD.	247.65
LOTS 21-22 KELLOGG ST. ADD.	139.70
LOTS 23-24 KELLOGG ST. ADD.	270.60
LOTS 27-28 KELLOGG ST. ADD.	209.40
LOTS 31-32 KELLOGG ST. ADD.	143.10
S 54 FT LOT 44 KELLOGG ST. ADD.	360.70
LOTS 45-46 KELLOGG ST. ADD.	224.70
E 150 FT LOTS 47-48 LULU STREET KELLOGG ST. ADD.	189.00
E 126 FT LOTS 49-50 KELLOGG ST. ADD.	197.50
E 140 FT LOT 51 EXC W 14 FT & E 140 FT N 19 FT LOT 52 EXC W 14 FT LULU AVE. KELLOGG ST. ADD.	599.98
S 11 3/4 FT LOT 12 - ALL LOT 14 ELLIS AVE HARSHA & KEENAN'S ADD.	342.00
LOTS 20-22 ELLIS AVE. HARSHA & KEENAN'S ADD.	555.50
LOTS 2-4 ELLIS AVE AMIDON'S ADD.	219.60
LOTS 6-8-10 ELLIS AVE. AMIDON'S ADD.	206.00
LOTS 12-14 ELLIS AVE. AMIDON'S ADD.	141.40
LOTS 18-20 ELLIS AVE AMIDONS ADD	478.00
S 32 1/2 FT LOT 10 - ALL LOT 12 FREDERICK DUBOIS ADD.	197.50
LOTS 14-16 FREDERICK DUBOIS ADD.	139.70
LOTS 18-20 FREDERICK DUBOIS ADD.	143.10
LOTS 1-2 BLOCK 2 HUSTON & SMITH'S ADD.	207.70
LOTS 7-8 BLOCK 2 HUSTON & SMITH'S ADD.	138.00
LOTS 1-2 BLOCK 1 HUSTON & SMITH'S ADD.	411.70
N 1/2 LOTS 17-19-21-23 ST JOHN ST. LINCOLN ST. ADD.	138.00
S 50 FT LOTS 18-20-22-24 ZIMMERLY AVE LINCOLN ST. ADD.	276.13
N 40 FT LOTS 18-20-22-24 ZIMMERLY AVE. LINCOLN ST. ADD.	447.40
LOTS 50-52 ELLIS AVE. LINCOLN ST. ADD.	274.00
LOTS 54-56 ELLIS AVE LINCON ST. ADD.	413.40
LOTS 58-60 ELLIS AVE LINCOLN ST. ADD.	151.60
LOTS 62-64 ELLIS AVE. LINCOLN ST. ADD.	265.50
LOTS 80-82 ELLIS AVE. LINCOLN ST. ADD.	548.30
LOTS 84-86 ELLIS AVE. LINCOLN ST. ADD.	469.50
LOTS 88-90 ELLIS AVE. LINCOLN ST. ADD.	207.70
W 80 FT LOTS 92-94-96 ELLIS AVE. LINCOLN ST. ADD.	132.90
LOTS 94-96 IDA AVE. MC CORMICK'S ADD.	839.20
LOTS 1-3-5-7 ELLIS AVE. MC CORMICK'S ADD.	280.38
LOTS 9-11 ELLIS AVE. MC CORMICK'S ADD.	172.00
LOTS 13-15 ELLIS AVE MCCORMICK'S ADD	296.00

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and

parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 17-19 ELLIS AVE. MC CORMICKS ADD.	284.63
LOTS 25-27 ELLIS AVE. MC CORMICK'S ADD.	240.00
LOTS 33-35 ELLIS AVE. MC CORMICK'S ADD.	278.25
LOTS 45-47 ELLIS AVE. MC CORMICK'S ADD.	326.70
LOTS 2-4 ELLIS AVE MC CORMICK'S ADD	207.70
LOTS 22-24 ELLIS MC CORMICK'S ADD.	403.20
LOTS 26-28 ELLIS AVE. MC CORMICK'S ADD.	513.70
LOTS 30-32 ELLIS AVE MC CORMICK'S ADD.	475.20
LOTS 42-44 ELLIS AVE. MC CORMICK'S ADD.	207.70
LOTS 46-48 ELLIS AVE. MC CORMICK'S ADD.	838.40
BEG 553 FT E & 30 FT S NW COR NE1/4E 45.8 FT M-L TO W LI R-O-W SELY 203.75 FT NWLY 136.4 FT N 139.7 FT TO BEG SEC 33-27-1E	417.65
LOT 1 BLOCK 2 WOMER-GREER'S 1ST. ADD.	342.00
LOT 3 BLOCK 2 WOMER-GREER'S 1ST. ADD.	274.00
LOT 5 BLOCK 2 WOMER-GREER'S 1ST. ADD.	471.20
LOT 7 BLOCK 2 WOMER-GREER'S 1ST. ADD.	301.20
LOT 9 BLOCK 2 WOMER-GREER'S 1ST ADD.	462.70
LOT 11 BLOCK 2 WOMER-GREER'S 1ST. ADD.	263.10
LOT 13 BLOCK 2 WOMER-GREER'S 1ST. ADD.	141.40
LOT 15 BLOCK 2 WOMER-GREER'S 1ST. ADD.	132.90
LOT 2 BLOCK 3 WOMER-GREER'S 1ST. ADD.	744.90
LOT 6 BLOCK 3 WOMER-GREER'S 1ST. ADD.	745.50
LOT 8 BLOCK 3 WOMER-GREER'S 1ST. ADD.	876.78
LOT 10 BLOCK 3 WOMER-GREER'S 1ST. ADD.	449.10
LOT 12 BLOCK 3 WOMER-GREER'S 1ST. ADD.	503.00
LOT 14 BLOCK 3 WOMER-GREER'S 1ST. ADD.	487.10
LOT 16 BLOCK 3 WOMER-GREER'S 1ST. ADD.	197.50
LOT 4 EXC N 39 FT - ALL LOT 7 BLOCK 4 COLLEGE HILL ADD. EXEMPT 6486-0 EXEMPT 1338-87-TX - PARSONAGE	380.25
LOT 9 & N 15 FT LOT 11 BLUFF AVE. WALLINGFORD ADD.	257.00
S 10 FT LOT 11-ALL LOT 13 & N 15 FT LOT 15 BLUFF AVE. WALLINGFORD ADD	29.75
S 10 FT LOT 15-ALL LOT 17 & N 20 FT LOT 19 BLUFF AVE. WALLINGFORD ADD.	291.00
S 5 FT LOT 19-ALL LOTS 21-23 BLUFF AVE. WALLINGFORD ADD.	390.88
S 100.5 FT OF LOTS 1-2 HOCKADAY & ROGERS ADD.	271.88
N 54.5 FT S 155 FT LOTS 1-2 HOCKADAY & ROGER'S ADD.	303.75
N 3 FT LOT 14 & S 1/2 LOT 16 SMALL'S ADD.	141.40
S 1/2 LOT 18 SMALL'S ADD.	143.10
S 1/2 LOT 20 SMALL'S ADD.	143.10

EVEN LOTS 50 TO 60 INC. BROADVIEW AVE. HAGNY'S REPLAT	388.75
LOTS 62-64-66 BROADVIEW AVE. HAGNY'S REPLAT	457.25
LOTS 68-70-72 BROADVIEW AVE. HAGNY'S REPLAT	390.88
LOTS 80-82-84 BROADVIEW AVE. HAGNY'S REPLAT	622.50
LOTS 86-88-90 BROADVIEW AVE. HAGNY'S REPLAT	423.88
LOTS 2-4 BLUFF AVE. ROGERS COLLEGE HILL TERRACE ADD.	601.25
LOTS 10-12 BLUFF AVE. ROGERS' COLLEGE HILL TERRACE ADD.	388.75
LOTS 14-16 BLUFF AVE. ROGERS' COLLEGE HILL TERRACE ADD.	361.13
LOTS 22-24 BLUFF AVE. ROGERS COLLEGE HILL TERRACE ADD.	898.33
LOTS 52-54 POPLAR AVE. MC NAIR & SMITH'S ADD.	289.70
LOTS 60-62 POPLAR AVE. MC NAIR & SMITH'S ADD.	204.30
LOT 17 BLOCK 1 CRESTHILL ADD.	272.30
LOT 21 BLOCK C EASTWOOD VILLAGE ADD.	206.00
LOT 3 BLOCK D EASTWOOD VILLAGE ADD.	818.00
LOT 5 BLOCK D EASTWOOD VILLAGE ADD.	716.00
LOT 6 BLOCK D EASTWOOD VILLAGE ADD.	161.20
LOT 1 BLOCK 2 PRAIRIE PARK ADD.	206.00
LOT 35 BLOCK 2 PRAIRIE PARK ADD.	1096.80
RES C MEADOWLARK 2ND. ADD.	413.40
LOT 17 MEADOWLARK 3RD. ADD.	342.00
LOT 34 MEADOWLARK 3RD. ADD.	814.60
LOT 34 MEADOWLARK 4TH. ADD.	211.10
E 11 FT LOT 12-ALL LOT 13 BLOCK F REPLAT TROLLOPE-FALLON ADD.	138.00

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 9 BLOCK G REPLAT TROLLOPE-FALLON ADD.	197.50
LOT 10 BLOCK G REPLAT TROLLOPE-FALLON ADD.	10.20
LOT 12 BLOCK G REPLAT TROLLOPE-FALLON ADD.	472.90
LOT 13 & N 38 FT LOT 14 BLOCK G REPLAT TROLLOPE-FALLON ADD.	432.10
LOT 15 & S 5.5 FT LOT 14 BLOCK G REPLAT TROLLOPE-FALLON ADD.	202.60
LOT 16 BLOCK G REPLAT TROLLOPE-FALLON ADD.	274.00
LOT 17 BLOCK G REPLAT TROLLOPE-FALLON ADD.	204.30
LOT 18 BLOCK G REPLAT TROLLOPE-FALLON ADD.	131.20
LOT 23 BLOCK 4 LINCOLN HILLS ADD.	335.20
LOT 24 BLOCK 4 LINCOLN HILLS ADD.	353.60
LOT 26 BLOCK 4 LINCOLN HILLS ADD.	414.30
LOT 27 BLOCK 4 LINCOLN HILLS ADD.	289.30

LOT 28 BLOCK 4 LINCOLN HILLS ADD.	226.40
LOT 29 BLOCK 4 LINCOLN HILLS ADD.	336.90
LOT 31 BLOCK 4 LINCOLN HILLS ADD.	138.00
LOT 32 BLOCK 4 LINCOLN HILLS ADD.	357.30
LOT 7 EXC W 8 FT BLOCK E MC ADAM ACRES SECOND ADD.	559.60
LOT 8 BLOCK E MC ADAM ACRES SECOND ADD.	126.10
LOT 9 BLOCK E MC ADAM ACRES 2ND. ADD.	413.40
LOT 10 BLOCK E MC ADAM ACRES 2ND. ADD.	207.70
LOT 11 BLOCK E MC ADAM ACRES SECOND ADD.	376.00
LOT 12 BLOCK E MC ADAM ACRES SECOND ADD.	127.80
LOT 14 BLOCK E MC ADAM ACRES SECOND ADD.	274.00
LOT 15 BLOCK E MC ADAM ACRES SECOND ADD.	209.40
LOT 16 BLOCK E MC ADAM ACRES SECOND ADD.	207.70
LOT 17 BLOCK E MC ADAM ACRES SECOND ADD.	138.00
LOT 5 HARPER'S ADD.	379.40
LOTS 14-15 J & G REPLAT IN EASTWOOD VILLAGE	498.40
LOT 3 EXC W 66 FT JESTER ADD	338.60
W 66 FT LOT 3 JESTER ADD.	195.80
LOT 4 JESTER ADD.	620.80
LOT 1 BLOCK 2 EASTLINK VILLAGE ADD.	833.30
LOT 2 BLOCK 2 EASTLINK VILLAGE ADD.	148.20
LOT 3 BLOCK 2 EASTLINK VILLAGE ADD.	398.10
LOT 4 BLOCK 2 EASTLINK VILLAGE ADD.	421.90
LOT 5 BLOCK 2 EASTLINK VILLAGE ADD.	166.90
LOT 6 BLOCK 2 EASTLINK VILLAGE ADD.	107.40
LOT 7 BLOCK 2 EASTLINK VILLAGE ADD.	206.00
LOT 8 BLOCK 2 EASTLINK VILLAGE ADD.	234.50
LOT 11 BLOCK 2 EASTLINK VILLAGE ADD.	206.00
LOT 12 BLOCK 2 EASTLINK VILLAGE ADD.	139.70
LOT 1 MORLEY'S 1ST. ADD.	325.00
BEG 794.2 FT N SE COR NE1/4 W 230 FT N 94.7 FT E 230 FT S TO BEG EXC E 50 FT FOR RD SEC 20-27-1W	260.40
BEG 972.45FT S OF NE COR NE1/4 W 230FT S 94.7FT E 230FT N TO BEG. E 40 FT FOR RD. SEC 20-27-1W	342.00
BEG 888.9 FT N SE COR NE 1/4 W 230 FT N 94.7 FT E 230 FT S TO BEG EXC E 40 FT RD SEC 20-27-1W	136.30
LOTS 35-36 BLOCK 4 ACADEMY PARK ADD.	236.60
LOTS 21-22 BLOCK 4 ACADEMY PARK ADD.	961.23

SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of

construction of sidewalks abutting the same:

LOTS 23-24 BLOCK 4 ACADEMY PARK ADD.	328.40
LOTS 27-28 BLOCK 4 ACADEMY PARK ADD.	157.40
LOTS 31-32 BLOCK 4 ACADEMY PARK ADD.	244.80
LOTS 33-34 BLOCK 4 ACADEMY PARK ADD.	156.70
VACATED LOTS 14-16 MILLWOOD AVE BLOCK E PRINCESS ADD	25.50
VACATED LOTS 18-20 MILLWOOD AVE BLOCK E PRINCESS ADD	321.50
VACATED LOTS 22-24 MILLWOOD AVE. BLOCK E PRINCESS ADD	343.70
VACATED LOTS 26-28 MILLWOOD AVE. BLOCK E PRINCESS ADD	223.00
LOTS 34-36 MILLWOOD AVE. BLOCK E PRINCESS ADD	206.00
LOTS 38-40 MILLWOOD AVE. BLOCK E PRINCESS ADD	330.10
LOTS 15-17 MILLWOOD AVE BLOCK F PRINCESS ADD	267.20
LOTS 35-37 MILLWOOD AVE BLOCK F PRINCESS ADD	136.30
LOT 43 MILLWOOD AVE. BLOCK F PRINCESS ADD	270.60
LOTS 45-47 MILLWOOD AVE. BLOCK F PRINCESS ADD.	209.40
BEG 40 FT S OF NW COR SE1/4 SW1/4 S 225 E 325 FT N 225 FT W TO BEG SEC 24-27-1W EXEMPT 7564-0	4731.40
LOT 103 GARDEN VILLA ADD.	206.00
LOT 106 GARDEN VILLA ADD.	153.30
LOT 107 GARDEN VILLA ADD.	224.70
LOT 108 GARDEN VILLA ADD.	231.50
LOT 109 GARDEN VILLA ADD.	483.10
LOT 110 GARDEN VILLA ADD.	233.20
LOT 111 GARDEN VILLA ADD.	138.00
LOT 112 GARDEN VILLA ADD.	506.20
LOT 1 SECOND GARDEN VILLA ADD.	206.00
LOT 2 SECOND GARDEN VILLA ADD.	204.30
LOT 4 SECOND GARDEN VILLA ADD.	275.70
LOT 5 SECOND GARDEN VILLA ADD.	268.90
LOT 6 SECOND GARDEN VILLA ADD.	378.50
LOT 7 SECOND GARDEN VILLA ADD.	274.00
LOT 13 BLOCK H GENE DOUGLAS MATLOCK ADD.	480.50
LOT 14 BLOCK H GENE DOUGLAS MATLOCK ADD.	347.10
LOT 15 BLOCK H GENE DOUGLAS MATLOCK ADD.	494.15
LOT 17 BLOCK H GENE DOUGLAS MATLOCK ADD.	207.70
LOT 18 BLOCK H GENE DOUGLAS MATLOCK ADD	331.80
LOT 19 BLOCK H GENE DOUGLAS MATLOCK ADD.	268.90
LOT 20 BLOCK H GENE DOUGLAS MATLOCK ADD.	174.50
E 79 FT LOTS 21-22 BLOCK H GENE DOUGLAS MATLOCK ADD.	680.30
LOT 1 BLOCK 1 BRENTWOOD ADD.	275.70

LOT 7 BLOCK 1 BRENTWOOD ADD.	155.00
LOT 2 BLOCK 2 BRENTWOOD ADD.	221.30
LOT 3 BLOCK 2 BRENTWOOD ADD.	221.30
LOT 4 BLOCK 2 BRENTWOOD ADD.	309.70
LOT 6 BLOCK 2 BRENTWOOD ADD.	233.20
LOT 10 BLOCK 2 BRENTWOOD ADD.	221.30
LOT 8 BLOCK 1 GALYARDT'S 1ST. ADD.	138.00
W 100 FT LOT 10 BLOCK 1 GALYARDT'S 1ST. ADD.	275.70
LOT 11 BLOCK 1 GALYARDT'S 1ST. ADD.	139.70
LOT 13 BLOCK 1 GALYARDT'S 1ST. ADD.	139.70
LOT 14 BLOCK 1 GALYARDT'S 1ST. ADD.	420.20
LOT 15 BLOCK 1 GALYARDT'S 1ST. ADD.	138.00
LOT 16 BLOCK 1 GALYARDT'S 1ST. ADD.	488.20
LOT 17 BLOCK 1 GALYARDT'S 1ST. ADD.	1020.30
LOT 18 BLOCK 2 GALYARDT'S 1ST. ADD.	138.00

SECTION 5. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 19 BLOCK 2 GALYARDT'S 1ST. ADD.	272.30
LOT 20 BLOCK 2 GALYARDT'S 1ST. ADD.	231.50
LOT 21 BLOCK 2 GALYARDT'S 1ST. ADD.	251.90
LOT 23 BLOCK 2 GALYARDT'S 1ST. ADD.	151.60
LOT 24 BLOCK 2 GALYARDT'S 1ST. ADD.	260.40
LOT 27 BLOCK 2 GALYARDT'S 1ST. ADD.	413.40
LOT 28 BLOCK 2 GALYARDT'S 1ST. ADD.	207.70
LOT 5 EXC N 125 FT E 125 FT & EXC BEG 170.11 FT W SE COR W TO SW COR N 155 FT M-L SE 51.41 FT E 109.45 FT SE 84.89 FT E 202.61 FT S 60 FT TO BEG & EXC S 45 FT OF E 120 FT & EXC PART DEEDED TO CITY FOR ST BLOCK K MEADOWVIEW ESTATES ADD	271.88
LOT 4 BLOCK N MEADOWVIEW ESTATES	56.10
LOT 9 BLOCK N MEADOWVIEW ESTATES	245.10
LOT 8 BLOCK 2 COUNTRY ACRES 2ND. ADD.	155.00
LOT 10 BLOCK 2 COUNTRY ACRES 2ND. ADD.	156.70
LOT 6 BLOCK 3 COUNTRY ACRES 2ND. ADD.	221.30
LOT 7 BLOCK 3 COUNTRY ACRES 2ND. ADD.	54.40
LOT 13 BLOCK 3 COUNTRY ACRES 2ND.	143.10
LOT 1 BLOCK 4 COUNTRY ACRES 2ND. ADD.	155.00
LOT 20 EXC ST. CC-17963 BLOCK 4 COUNTRY ACRES 2ND. ADD.	149.90

LOT 5 BLOCK 7 COUNTRY ACRES 2ND. ADD.	240.00
LOT 7 BLOCK 7 COUNTRY ACRES 2ND. ADD.	325.00
LOT 8 BLOCK 7 COUNTRY ACRES 2ND. ADD.	155.00
LOT 3 BLOCK 8 COUNTRY ACRES 2ND	155.00
LOT 4 BLOCK 8 COUNTRY ACRES 2ND. ADD.	287.60
LOT 5 BLOCK 8 COUNTRY ACRES 2ND. ADD.	418.50
LOT 6 BLOCK 8 COUNTRY ACRES 2ND. ADD.	153.30
LOT 7 BLOCK 8 COUNTRY ACRES 2ND. ADD.	156.70
LOT 8 BLOCK 8 COUNTRY ACRES 2ND. ADD.	386.20
LOT 7 BLOCK B COUNTRY ACRES FOURTH ADD.	155.00
LOT 8 BLOCK B COUNTRY ACRES 4TH. ADD.	165.20
LOT 2 BLOCK C COUNTRY ACRES 4TH. ADD.	155.00
LOT 3 BLOCK C COUNTRY ACRES FOURTH ADD.	229.80
LOT 5 BLOCK C COUNTRY ACRES 4TH. ADD.	240.00
LOT 6 BLOCK C COUNTRY ACRES 4TH. ADD.	155.00
LOT 6 BLOCK D COUNTRY ACRES 4TH. ADD.	134.60
LOT 7 BLOCK D COUNTRY ACRES 4TH. ADD.	146.50
LOT 8 BLOCK D COUNTRY ACRES 4TH. ADD.	258.70
LOT 9 BLOCK D COUNTRY ACRES FOURTH ADDITION	418.50
LOT 11 BLOCK D COUNTRY ACRES 4TH. ADD.	433.80
LOT 10 BLOCK D COUNTRY ACRES 3RD. ADD.	141.40
LOT 1 ROLLING HILLS ADD.	138.00
LOT 24 ROLLING HILLS ADD.	666.70
LOT 22 BLOCK 4 GLENN VILLAGE ADD. EXEMPT 1932-1	1045.38
LOT 1 BRUCE ADD.	378.55
LOT 2 BLOCK A WILLO-ESQUE 2ND ADD.	668.40
RES A BLOCK A WILLO-ESQUE SECOND ADD.	240.00
LOT 2 EXC PART DEEDED TO CITY FOR ST BOTTENBERG 2ND. ADD.	1321.80
LOT 1 MINER-LANE 2ND. ADD.	488.20
LOT 12 BLOCK 6 WESTLINK VILLAGE ELEVENTH ADD.	282.50
LOT 14 BLOCK 6 WESTLINK VILLAGE 11TH ADD	139.70
LOT 16 BLOCK 6 WESTLINK VILLAGE 11TH. ADD.	223.00
LOT 17 BLOCK 6 WESTLINK VILLAGE ELEVENTH ADD.	646.30
LOT 18 BLOCK 6 WESTLINK VILLAGE 11TH ADD.	51.00
LOT 7 BLOCK 7 WESTLINK VILLAGE ELEVENTH ADD.	136.30
LOT 9 BLOCK 7 WESTLINK VILLAGE 11TH. ADD.	144.80

SECTION 6. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 10 BLOCK 7 WESTLINK VILLAGE 11TH. ADD.	207.70
LOT 13 BLOCK 7 WESTLINK VILLAGE 11TH. ADD.	488.20
LOT 14 BLOCK 7 WESTLINK VILLAGE ELEVENTH ADD.	518.80
S1/2 LOT 12 BLOCK A CENTRAL HEIGHTS 2ND. ADD.	34.00
LOT 30 BLOCK 3 ECHO HILLS ADD.	325.00
LOT 4 BLOCK 1 CENTRAL-RIDGE ADD.	625.90
LOT 5 BLOCK 1 CENTRAL-RIDGE ADD.	299.50
LOT 6 EXC S 54.04 FT BLOCK 1 CENTRAL-RIDGE ADD.	716.00
S 30.04 FT LOT 6 BLOCK 1 CENTRAL-RIDGE ADD.	269.75
LOT 3 WESTLINK CENTER 2ND. ADDITION	158.40
LOT 1 BLOCK 2 CAZEL'S 6TH. ADD.	573.20
LOT 1 EXC N 370 FT & EXC W 10 FT FOR ST WOODLAND HEIGHTS 2ND ADD	151.60
LOT 3 BLOCK 1 GOLDEN HILLS 5TH. ADD.	288.88
LOT 4 BLOCK 3 GOLDEN HILLS 5TH. ADD.	271.88
LOT 11 BLOCK 3 GOLDEN HILLS 5TH. ADD.	174.13
LOT 13 BLOCK 3 GOLDEN HILLS 5TH. ADD.	189.00
LOT 17 BLOCK 3 GOLDEN HILLS 5TH. ADD.	176.25
LOT 18 BLOCK 3 GOLDEN HILLS 5TH. ADD.	1349.25
LOT 42 LOST CREEK ESTATES	382.38
LOT 1 BLOCK A NORTHWEST CHRISTIAN CHURCH ADD. EXEMPT NO. 94-8552-TX	1264.25
LOT 11 EXC BEG SW COR E 128.79 FT TO SE COR N 28.96 FT SW 132.94 FT TO BEG BLOCK 3 FOREST LAKES ADDITION	151.60
LOT 13 BLOCK 3 FOREST LAKES ADD.	156.70
LOT 15 BLOCK 3 FOREST LAKES ADD.	663.20
LOT 16 BLOCK 3 FOREST LAKES ADD.	254.00
LOT 25 BLOCK 3 FOREST LAKES ADD.	396.40
LOT 26 BLOCK 3 FOREST LAKES ADD.	11.90
LOT 38 BLOCK 3 FOREST LAKES ADD.	267.20
BEG 17 FT W NE COR LOT 39 S 120 FT TO S LI W 68.59 FT NWLY 113.23 FT TO CUR NELY ALG CUR 83.86FT E 41.72FT TO BEG BLOCK 3 FOREST LAKES ADDITION	204.30
LOT 61 BLOCK 3 FOREST LAKES ADD.	161.80
LOT 65 BLOCK 3 FOREST LAKES ADD.	155.00
LOT 72 BLOCK 3 FOREST LAKES ADD.	229.80
LOT 74 EXC BEG SW COR TH N 20.7 FT E 36.71 FT SW 41.69 FT TO BEG & THAT PART OF RES G BEG NE COR S 26.78 FT W 20.25 FT SW 86.28 FT W 36.71 FT TO NWLY LI RES G TH NE 148.84 FT TO BEG FOREST LAKES ADD	701.10
LOT 1 BLOCK 5 FOREST LAKES ADD.	134.60
LOT 18 & LOT 17 EXC S 60 FT THEREOF BLOCK 5 FOREST LAKES ADDITION	430.60

RESERVE B EXC BEG 62 FT N SW COR LOT 1 TH N ALG EXT LI LOT 1 7.82 FT NE 98.01 FT TO A PT ON N LI RES B SE 3.5 FT TO NE COR SW ALG SE LI 105 FT TO BEG FOREST LAKES ADD	1091.70
RESERVE H FOREST LAKES ADD.	506.90
LOT 9 EXC E 28 FT THEREOF BLOCK 1 NEWMARKET SQUARE ADD	1986.75
LOT 15 BLOCK 4 RIDGE PORT ADD.	255.30
RESERVE C AUBURN HILLS 8TH ADD.	234.90
LOT 23 BLOCK A AUBURN HILLS 9TH ADD.	422.75
LOT 1 EXC E 300 FT N 60 FT THEREOF BLOCK 1 DAVIS-MOORE 13TH ADDITION	1787.85
RESERVE A WEST RIDGE ESTATES ADD.	375.00
E 120 FT LOT 4 & S 45 FT E 120 FT LOT 5 BLOCK K MEADOWVIEW ESTATES ADD.	291.00
LOT 1 BLOCK 4 SIERRA HILLS ADD.	383.00
LOT 2 BLOCK 4 SIERRA HILLS ADD.	168.60
RESERVE A WOODS EDGE ADD.	503.50
LOT 1 BLOCK 1 WICHITA FAMILY VISION ADD.	134.60
RES A EXC BEG SE COR LOT 7 BLK 1 TH SELY TO SW COR LOT 6 BLK 1 TH N 34.22 FT TO WLY COR LOT 6 BLK 1 TH NW ALG CUR 38.78 FT TO ELY COR LOT 7 BLK 1 THE S 34.22 FT TO BEG HAWTHORNE 2ND ADD	325.00
LOT 1 BLOCK 3 MOORINGS SOUTH ADD	370.90
LOT 1 BLOCK 4 MONARCH LANDING 2ND ADD	660.75
N 170.72 FT LOT 3 UNION STATION ADDITION	2702.63

SECTION 7. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2014**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this February 11, **2014**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 4, 2014

TO: Mayor and City Council

SUBJECT: Improvements to the Old Lawrence Road Bridge (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement and revised budget, and place the amending ordinance on first reading.

Background: On August 20, 2013, the City Council approved an agreement with TranSystems Corporation for development of design concepts for the Old Lawrence Road Bridge. The concept development fee was \$16,000. On September 18, 2013, the District VI Advisory Board sponsored a neighborhood hearing on the proposed improvements. The Board voted unanimously to approve the project.

Analysis: Proposed improvement consists of replacing the existing structure with a new reinforced concrete box bridge, including 11-foot travel lanes, three-foot shoulders, and improved side slopes of the ditches.

The proposed supplemental agreement between the City and TranSystems provides for completion of final design plans for reconstruction of the bridge.

Financial Considerations: The estimated fee for final design work is \$35,000, which brings the total design fee to \$51,000. On August 20, 2013, the City Council approved a budget of \$50,000, funded by General Obligation (GO) bonds. Additional GO bond funding of \$250,000 is available in 2015 in the 2011-2020 Adopted Capital Improvement Program. Staff proposes initiating \$25,000 of the available funding at this time, bringing the total budget and ordinance amount to \$75,000. This budget will allow for payment of supplemental design and Transportation Improvement Program (TIP) fees, Engineering staff and administration costs, and future construction costs, if approved. Federal construction funding of \$332,800 is available through the TIP in 2014. The project will be returned to the City Council at a later date for formal approval to initiate the construction funding.

Legal Considerations: The amending ordinance and Supplemental Agreement No. 1 have been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised budget, and Supplemental Agreement No. 1, place the amending ordinance on first reading, and authorize the necessary signatures for the acquisition and granting of easements, and for all permits and agreements associated with the project.

Attachments: Map, Supplemental Agreement No. 1, budget sheet, and amending ordinance.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 20, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 20, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **OLD LAWRENCE ROAD BRIDGE REPLACEMENT** (Project no. 472-85116).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement and is hereby amended to include the following:

Improvements to include a standard sized KDOT RCB replacement structure and Final Plans

(see attached for further details)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the additional professional services as outlined in this supplemental agreement will increase the total contract by **\$35,000.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and ENGINEER have executed this Supplemental as of this _____ day of _____, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

TRANSSYSTEMS CORPORATION

(Name & Title)

ATTEST:

Exhibit "A"
Scope of Services
Old Lawrence Road Bridge Replacement

PROJECT UNDERSTANDING

The general project improvements as agreed upon by city of Wichita and TranSystems include reconstruction the Old Lawrence Road Bridge, and adjacent roadway improvements necessary to connect the new bridge to the existing Old Lawrence Road. Key Items of work include:

- A standard size KDOT RCB is the anticipated replacement structure.

The project location is on Old Lawrence Road approximately 0.5 miles north of the intersection of 37th Street North and Old Lawrence Road in Wichita, KS. The location based upon a legal description in approximately 60' east of the west ¼ corner of Section 28, Township 26 South, Range 1 East in city of Wichita, Kansas.

FINAL DELIVERABLES

The City will be provided one full size (22"x36") electronic PDF set and one half size PDF set of final plans and the Engineer's Probable Construction Cost. KDOT will be provided one full size (22"x36") set of electronic PDF copy final plans and the Engineer's Probable Construction Cost. Project Specific Special Provisions will be written and submitted by TranSystems. Copies of permit applications to the Division of Water Resources and the Kansas Department of Transportation and the completed Hydraulic Assessment Checklist will be provided to both KDOT and the City.

PROJECT TASKS

The study will be conducted in six phases, which are listed below with a brief description for each phase.

Phase 100-Preliminary Plans and Alignments Data Collection, Initial Analysis

Phase 200-Concept Plan Development

Developments and Initial Project Analysis

***Phase 300-Field Check Plans
development.**

further Refinement of Project, and detail

***Phase 400-Office Check Plans**

Office Check Plans and Estimates

***Phase 500-Final Check/PSE Plans**

Final Review of plans

***Phase 600-Final Plans**

Completion of Plans

***Phase 700-Construction**

Construction Phase

*Phases 300-700 will be handled under this supplemental agreement. Phases 100-200 are handled under the original contract.

PHASE 300 Field Check Plans

Task 100 Task 100 Plans and Estimates

101. Plan Preparation-Field check plans and opinions of probable construction costs will be prepared and submitted in accordance to KDOT policies and practice. These will be approximately 50% complete plans which will include the following items:

- Tide Sheet
- Typical Sections/General Notes
- Roadway Plan and Profile Sheets
- Bridge Plan Sheets
- Contour Map
- Miscellaneous Details
- Ditch/Storm Sewer Profiles
- Summary of Quantities
- Traffic Control/Construction Phasing
- Cross Section (Driveways will be shown in the cross sections)

Task 200 Communications

301. Meet with Staff-Meet with City staff to kick-off the project, to address coordination between all parties to provide access for survey and geotechnical efforts, plan submittals, schedules and necessary permitting as required for this project. A second meeting with staff will be held to discuss the proposed alternatives.
302. Utility Meetings-Once ULCC meeting will be attended with the Field Check Plans.

PHASE 400 Final Check/PSE plans

Task 100 Plans and Estimates

101. Plans Preparation-Once the Field Check Plans are approved, and geologic and hydraulic recommendations have been completed, Final Check/PSE plans will be prepared and submitted in accordance with KDOT policies and practices. These plans will be approximately 99% complete plans, which will include the following items:
 - Title Sheet
 - Typical Sections/General Notes
 - Roadway Plan and Profile Sheets
 - Bridge Plan Sheets
 - Contour Map
 - Bill of Reinforcing Steel
 - KDOT Standard Details
 - Miscellaneous Details
 - Standard Details
 - Driveway Entrances
 - Erosion Control Plans-City/KDOT typical BMP sheets
 - Pavement Details
 - Ditch/storm Sewer Profiles
 - Summary Quantities
 - Traffic Control/Construction Phasing
 - Cross Section (Driveways will be shown in the cross sections)
102. Special Provisions-Prepare Special Provisions to supplement the KDOT standard construction specifications as needed.
103. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings. Submit 99% bridge plans to the City and KDOT for review.

Task 300 R/W and Construction Easements

301. Property Descriptions-Write Survey Descriptions for either new right-of-way, permanent and/or temporary easements for an estimated 2 parcels of land. We are estimating 1 description for each property. Prepare one (1) parcel exhibit for each parcel affected by acquisition, for a total of 2 parcel exhibits.

Task 400 Utility Coordination

401. Utility Check-A final ULCC meeting will be attended by TranSystems.

Task 500 Permitting

501. Permitting-TranSystems will prepare the following permit applications as is standard at the time of this contract, those permit applications include the following:

- Kansas Division of Water Resources stream obstruction permit-The bridge replacement will require a stream obstruction permit from the Kansas Department of Agriculture (KDA) if the watershed drainage area is at minimum 240 acres. As part of KDA's review process, seven other government agencies are allowed time to comment on the proposed project within a period of 30 days. Typically small-scale bridge replacement projects are expedited through the review process. Application fee for the typical bridge replacement project is \$100 which will be paid for by the City.
- The US Army Corps of Engineers 404 Permit-Permits are generally received within 30-45 days of submittal, and often contain provisions for implementation. All Projects authorized by the USACE under a NWP receive Section 401 Water Quality Certification from the State of Kansas.
- The Kansas Department of Health & Environment Notice of Intent (NOI)-Projects that disturb greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System. TranSystems environmental team will prepare the NOI. Application fee is \$60 and is an annual fee which will be paid by the City.

Task 600 Communications

601. Final Check Meeting-TranSystems will attend one Final Check meeting with the City and KDOT on site to review the plans.

602. Permitting Meeting-TranSystems will attend two permitting meetings with regulatory agencies and the City to review the plans.

Phase 400 FINAL PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Final Check Plans are approved, Final plans will be stamped and submitted in accordance with KDOT policies and practices. This should complete the plan production portion of the contract.

Phase 600 CONSTRUCTION

Task 100 Engineering/Design

101. Reviews-Supplement city inspection crews in shop drawing review and approval of structural details and false work plans submitted by the Contractor where needed.

102. Load Rating-Provide to City Operating and Inventory Load Ratings of new structure(s) based on KDOT legal trucks: HS20, T2, T3, 2S1, 3S2, and 3-3. This includes the new bridge inspection report, load rating computations, scour analysis report, required photographs and S1&A sheet for the replacement bridge(s) upon completion of construction.

103. Reporting-Enter bridge inventory data into the KDOT Web Portal for off system bridge inventory.

Task 200 Communications

201. Final wrap-up Meeting-TranSystems will attend one final project wrap up meeting with the City.

Proposal Conditions

The following is a list of conditions that were the basis for this proposal:

- City of Wichita supplemented with KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Special Provisions as required.

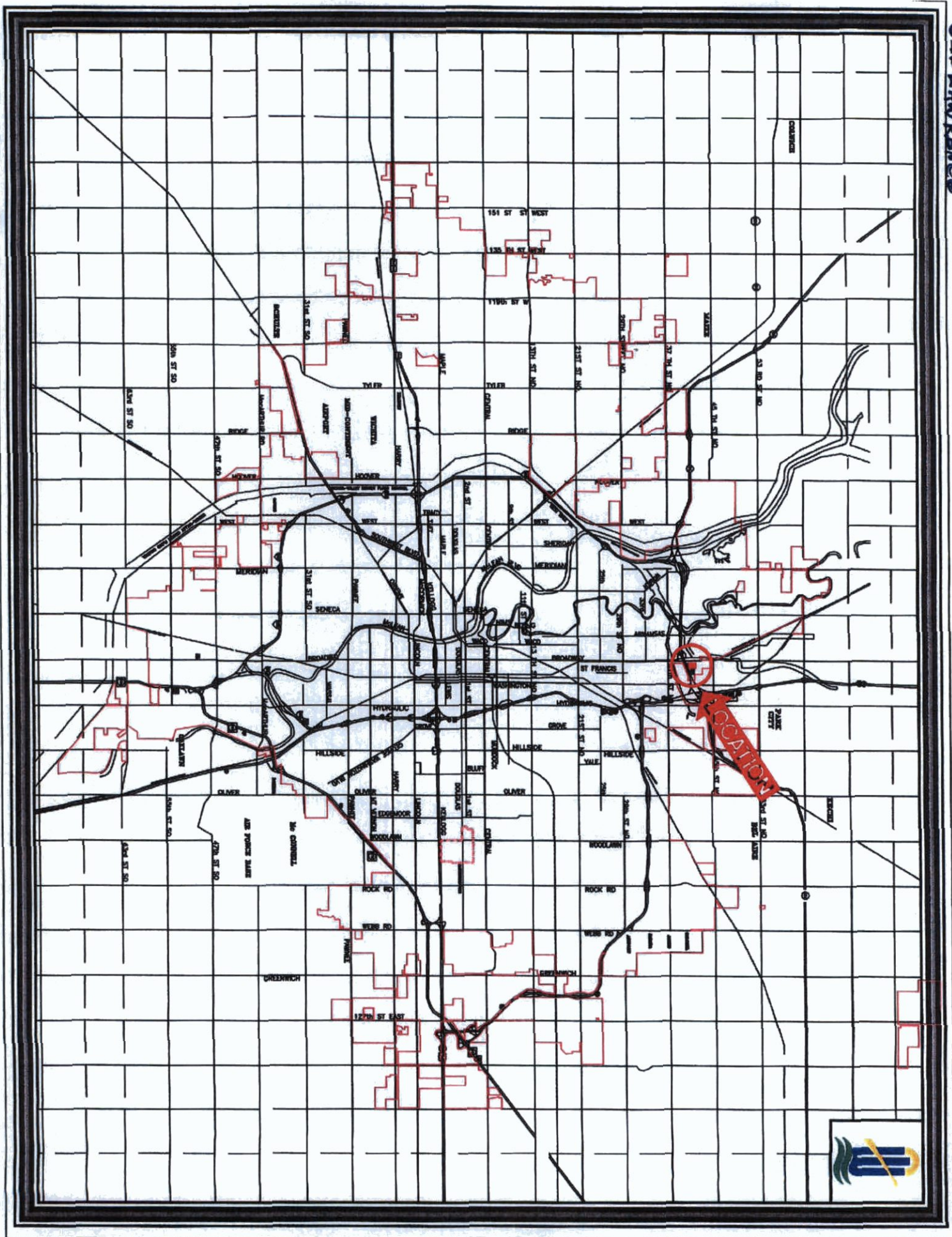
- Final design for the bridges will conform to the latest KDOT bridge Design Manual (LRFD) requirements, as well as the requirements of the most recent edition, and latest interims of the LRFD AASHTO Standard Specification for Highway Bridges as of the date of this contract.
- Bridge plans will be prepared utilizing KDOT Reinforced Concrete Bridge Standards.
- No aesthetics including special lighting, graphics, form, liner, artwork or landscaping are including in the plans.
- English units will be used for this project
- Bidding and construction management or testing services are not included in this proposal. The services can be provided by TranSystems via a supplemental agreement.
- No lighting design is included as part of this proposal.
- The scope of work does not include water of the U.S. mitigation (likely not required)
- It is assumed that others will be providing the following if necessary.
 - Threatened and endangered species surveys and habitat studies.
 - Cultural resource/archaeological surveys.
- Floodplain development permit or FEMA flood map revisions are not included in this contract.
- Services for negotiating, staking or surveying the proposed property easements or acquisitions for appraisal purposes is not included in this contract.
- No geotechnical borings are considered as part of this project. Should geotechnical borings or other work be necessary, this work will be handled through a supplemental contract.
- Regulatory permitting is assumed to take place after field check is complete.

It is anticipated that the City will provide the following:

- Provide LIDAR data for the drainage basin.
- Review and comment on project alignment and design details.
- Submit prepared permits and the associated fees.
- Coordinate relocation of all utilities
- Acquire all right-of-way
- Provide construction-engineering and staking services.
- Provide rights of entry for survey or geotechnical work on private property.

Design Fee

The above services will be provided for a Lump Sum fee of \$35,000.00.



Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2015

CIP #: _____

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements

SUBFUND: 415 Bridges

ENGINEERING REFERENCE #: 472-85116

COUNCIL DISTRICT: 06 Council District 6

DATE COUNCIL APPROVED: Feb 4, 2014

REQUEST DATE: _____

PROJECT #: 249145

PROJECT TITLE: Old Lawrence Road Bridge

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Old Lawrence Road Bridge

OCA #: 715729

OCA TITLE: Old Lawrence Road Bridge

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Mike Armour

PHONE #: 268-4598

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$50,000.00	\$25,000.00	\$75,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$50,000.00	\$25,000.00	\$75,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$50,000.00	\$25,000.00	\$75,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$50,000.00	\$25,000.00	\$75,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Schedule

	September 2013	October 2013	November 2013	December 2013	January 2014	February 2014	March 2014	April 2014	May 2014	June 2014	July 2014	August 2014
Phase 100 - Preliminary Plans and Alignments												
Phase 200- Concept Plans												
Phase 300 - Field Check Plans												
Phase 400 - Office Check Plans												
Phase 500 - Final Plans												

First Published in the Wichita Eagle February 14, 2014

ORDINANCE NO. 49-664

AN ORDINANCE AMENDING ORDINANCE NO. 49-563 DECLARING **THE OLD LAWRENCE ROAD BRIDGE NORTH OF 1-235 AND K-96 FREEWAY (472-85116)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance No. 49-563 is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **The Old Lawrence Road Bridge north of 1-235 and K-96 Freeway (472-85116)** as a main trafficway in the following particulars:

The concept development, design, right of way acquisition, relocation of utilities, construction and Transportation Improvement Program fees of a bridge as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. 49-563 is hereby amended to read as follows:

“SECTION 3. The cost of the above described improvement is estimated to be **Seventy-Five Thousand Dollars (\$75,000)** exclusive of interest on financing and administrative and financing costs. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. 49-563 are hereby repealed.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of February, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**City of Wichita
City Council Meeting
February 4, 2014**

TO: Mayor and City Council

SUBJECT: Public Exigency Purchase – Cheney Pump Station – Variable Frequency Drive
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve negotiated acquisition of equipment and services; approve the expenditures; approve the budget adjustment; adopt the resolution and approve the purchases for variable frequency drives (VFDs) at the Cheney pump station.

Background: Two of the pump and motor sets (No. 5 and No. 2) at the Cheney pump station have 1000-horsepower VFDs. These two pumps are used to balance the raw water flow rate from the reservoir to the demand at the water treatment plant. Both of the VFDs are well past their useful life, and the VFD for pump No. 5 has failed.

Analysis: Both of the VFDs are needed to balance flow between the Cheney reservoir and treatment plant. Without the VFDs, a targeted raw water blend cannot be maintained. Control of the raw water blend is more critical at high demand rates. Replacement of the VFDs as expeditiously as possible will restore control of the raw water blend. Following the normal procurement processes does not allow control of the raw water blend for peak demands. Expediting the procurement of design, equipment purchase, and installation services gives us the best opportunity to have the VFDs replaced prior to expected peak demands.

To expedite replacement of the VFDs, Professional Engineering Consultants, P.A. (PEC) will be hired to develop specifications for purchase, specifications for installation, and inspection of installation of both VFDs based upon the knowledge and experience with the Cheney pump station. The VFDs will be purchased from Alan-Bradley based on the customer response, quality history of VFDs at other city facilities, and delivery schedule. Delivery of the VFDs from Alan-Bradley is estimated at 19 weeks after they are given a purchase order. Shelly Electric will be hired for installation based on previous experience, knowledge, and performance at the Cheney pump station, and because they are already on site installing the standby generator.

Due to the requirement to have the VFDs operational prior to peak water demands, negotiated purchase of services and equipment is recommended by staff. Purchasing Ordinance 35-856 allows the Purchasing Manager to negotiate purchases when public exigency will not permit the delay incident to advertising. Staff will negotiate the purchase order for equipment and contracts for design and construction services. Staff will negotiate and initiate a purchase order with Allen-Bradley Company to purchase the required equipment. Staff will negotiate a contract with Shelley Electric Company to install the VFDs. And, staff will negotiate a contract with Professional Engineering Consultants (PEC) for design and inspection services.

Financial Considerations: The purchase will be funded from the Water Utility Fund. That budget includes a \$1 million contingency to cover these kinds of unplanned repairs. A budget adjustment is required to move funds from the \$1 million contingency to cover these efforts. Based on the best available information, the cost is estimated to be \$640,000 for all purchases of equipment and services. Should the actual costs exceed the estimate, the City will be responsible for additional actual costs. In the event additional actual costs are incurred, those cost will be reviewed by city staff and submitted to the City Council for approval.

Legal Considerations: City Council approval is required for budget adjustments over \$25,000.

Recommendations/Actions: It is recommended that the City Council approve replacement of variable frequency drives at the Cheney pump station; approve the expenditures; approve the budget adjustment; authorize negotiation of purchases; approve the purchases and expenditures; adopt the resolution; and authorize the necessary signatures.

Attachments: Resolution and Notice of Intent

RESOLUTION NO. 14-050

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Replace Variable Frequency Drives at Cheney (W-47)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$640,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$691,200** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on February 4th, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

(Published in *The Wichita Eagle*, on February 7, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 14-050, duly adopted February 4th, 2014, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Replace Variable Frequency Drives at Cheney (W-47)

(the “Project”) at an estimated cost, including related design and engineering expenses of \$640,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$691,200 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 4th, 2014.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Second Reading Ordinances for February 4, 2014 (first read on January 28, 2014)

A. Amending Ordinance for Improvements to Harry, Greenwich to 127th Street East (District II)

ORDINANCE NO. 49-657

AN ORDINANCE AMENDING ORDINANCE NO. 48-713 OF THE CITY OF WICHITA, KANSAS DECLARING HARRY, BETWEEN GREENWICH AND 127TH STREET EAST (472-84884) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

B. Improvements to the 21st Street North Bridge between Mosley and New York (District VI)

ORDINANCE NO. 49-658

AN ORDINANCE AMENDING ORDINANCE NO. 49-575 DECLARING to 21ST STREET NORTH BRIDGE AT DERBY REFINERY (472-85120) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

C. Improvements to the Douglas Bridge at Linden (District II)

ORDINANCE NO. 49-659

AN ORDINANCE AMENDING ORDINANCE NO. 49-576 DECLARING THE DOUGLAS BRIDGE AT LINDEN (472-85119) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

- D. **A14-01: Request by R&R Realty LLC and Edgewater Homeowners' Association to annex lands generally located south of 45th Street North approximately one-half mile west of Hoover Road (District VI)**

ORDINANCE NO. 49-660

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A14-01)